United States Court of Appeals for the Second Circuit

EXHIBITS

ORIGINAL

77-7216

UNITED STATES COURT OF APPEALS
FILED
JUL 21 1977
DANIEL FUSARO, CLERK
SECOND CIRCUIT

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United States Court of Appeals For the Second Circuit

ASSOCIATED METALS AND MINERALS CORPORATION,
Plaintiff-Appellee-Appellant,

-against-

HARTFORD ACCIDENT AND INDEMNITY COMPANY,
Defendant-Appellee,

and

APPALACHIAN INSURANCE COMPANY OF PROVIDENCE,
Defendant-Appellant.

On Appeal From The United States District Court For The Southern District Of New York

EXHIBITS

BEREL, NAVARRA & MULLEN, P.C.
Attorneys for Defendant-Appellee
Hartford Accident & Indemnity Company
19 East 9th Street
New York, N.Y.
(212) 674-1440

ABRAMS AND MARTIN, P.C.
Attorneys for Appellant Appalachian
Insurance Company of Providence
92 Fulton Street
New York, N.Y. 10032
(212) 577-0270

PASKUS, GORDON & HYMAN
Attorneys for Plaintiff-Appellee-Appellant
Associated Metals and Minerals Corporation
733 Third Avenue
New York, N.Y.
(212) 687-4035

Dick Bailey Printers, 290 Richmond Ave., Staten Island, N.Y. 10302
Tel. (212) 447-5358

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PLAINTIFF'S EXHIBIT 37 -- INSURANCE POLICY ISSUED BY HARTFORD

USA 33s - 475
(ED. 4-23-71)

PLAINTIFF
EXHIBIT
U. S. DIST. COURT
S. D. OF N. Y.

37-id

FPI-MI—9-24-75-50M-4417

CASUALTY INSURANCE POLICY

THE HARTFORD INSURANCE GROUP
HARTFORD CONNECTICUT

GENERAL POLICY PROVISIONS Form 8117

PLAINTIFF'S EXHIBIT
A

The member company of THE HARTFORD INSURANCE GROUP designated on the Declarations page as the Insurer (a stock insurance company, herein called the company)

In consideration of the payment of the premium, in reliance upon the statements in the declarations made a part hereof and subject to all of the terms of this policy, agrees with the *named insured* as follows:

COVERAGE

Insurance is afforded by the Coverage Parts forming a part hereof, subject to such limits of liability as are stated therein and subject to all the terms of the policy having reference thereto.

SUPPLEMENTARY PAYMENTS

The company will pay, in addition to the applicable limit of liability:

(a) all expenses incurred by the company, all costs taxed against the *insured* in any suit defended by the company and all interest on the entire amount of any judgment therein which accrues after entry of the judgment and before the company has paid or tendered or deposited in court that part of the judgment which does not exceed the limit of the company's liability thereon;

(b) premiums on appeal bonds required in any such suit, premiums on bonds to release attachments in any such suit for an amount not in excess of the applicable limit of liability of this policy, and the cost of bail bonds required of the *insured* because of accident or traffic law violation arising out of the use of any vehicle to which this policy applies, not to exceed $250 per bail bond, but the company shall have no obligation to apply for or furnish any such bonds;

(c) expenses incurred by the *insured* for first aid to others at the time of an accident, for *bodily injury* to which this policy applies;

(d) reasonable expenses incurred by the *insured* at the company's request in assisting the company in the investigation or defense of any claim or suit, including actual loss of earnings not to exceed $25 per day.

DEFINITIONS

When used in this policy (including endorsements forming a part hereof):

"automobile" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads (including any machinery or apparatus attached thereto), but does not include *mobile equipment;*

"bodily injury" means bodily injury, sickness or disease sustained by any person which occurs during the policy period, including death at any time resulting therefrom;

"collapse hazard" includes "structural property damage" as defined herein and *property damage* to any other property at any time resulting therefrom. "Structural property damage" means the collapse of or structural injury to any building or structure due to (1) grading of land, excavating, borrowing, filling, back-filling, tunnelling, pile driving, cofferdam work or caisson work or (2) moving, shoring, underpinning, raising or demolition of any building or structure or removal or rebuilding of any structural support thereof. The *collapse hazard* does not include *property damage* (1) arising out of operations performed for the *named insured* by independent contractors, or (2) included within the *completed operations hazard* or the *underground property damage hazard*, or (3) for which [illegible]

"completed operations hazard" includes *bodily injury* and *property damage* arising out of operations or reliance upon a representation or warranty made at any time with respect thereto, but only if the *bodily injury* or *property damage* occurs after such operations have been completed or abandoned and occurs away from premises owned by or rented to the *named insured*. "Operations" include materials, parts or equipment furnished in connection therewith. Operations shall be deemed completed at the earliest of the following times:

(1) when all operations to be performed by or on behalf of the *named insured* under the contract have been completed,

(2) when all operations to be performed by or on behalf of the *named insured* at the site of the operations have been completed, or

(3) when the portion of the work out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Operations which may require further service or maintenance work, or correction, repair or replacement because of any defect or deficiency, but which are otherwise complete, shall be deemed completed.

The *completed operations hazard* does not include *bodily injury* or *property damage* arising out of

(a) operations in connection with the transportation of property, unless the *bodily injury* or *property damage* arises out of a condition in or on a vehicle created by the loading or unloading thereof,

(b) the existence of tools, uninstalled equipment or abandoned or unused materials, or

(c) operations for which the classification stated in the policy or in the company's manual specifies "including completed operations";

"elevator" means any hoisting or lowering device to connect floors or landings, whether or not in service, and all appliances thereon including any car, platform, shaft, hoistway, stairway, runway, power equipment and machinery; but does not include an *automobile* servicing hoist, or a hoist without a platform outside a building if without mechanical power or if not attached to building walls, or a hod or material hoist used in alteration, construction or demolition operations, or an inclined conveyor used exclusively for carrying property or a dumbwaiter used exclusively for carrying property and having a compartment height not exceeding four feet;

"explosion hazard" includes *property damage* arising out of blasting or explosion. The *explosion hazard* does not include *property damage* (1) arising out of the explosion of air or steam vessels, piping under pressure, prime movers, machinery or power transmitting equipment, or (2) arising out of operations performed for the *named insured* by independent contractors, or (3) included within the *completed operations hazard* or the *underground property damage hazard*, or (4) for which liability is assumed by the *insured* under an *incidental contract;*

"incidental contract" means any written (1) lease of premises, (2) easement agreement, except in connection with construction or demolition operations on or adjacent to a railroad, (3) undertaking to indemnify a municipality required by municipal ordinance, except in connection with work for the municipality, (4) sidetrack agreement, or (5) *elevator* maintenance agreement;

"insured" means any person or organization qualifying as an insured in the "Persons Insured" provision of the applicable insurance coverage. The insurance afforded applies separately to each *insured* against whom claim is made or suit is brought, except with respect to the limits of the company's liability;

"mobile equipment" means a land vehicle (including any machinery or apparatus attached thereto), whether or not self-propelled, (1) not subject to motor vehicle registration, or (2) maintained for use exclusively on premises owned by or rented to the *named insured*, including the ways immediately adjoining, or (3) designed for use principally off public roads, or (4) designed or maintained for the sole purpose of affording mobility to equipment of the following types forming an integral part of or permanently attached to such vehicle: power cranes, shovels, loaders, diggers and drills; concrete mixers (other than the mix-in-transit type); graders, scrapers, rollers and other road construction or repair equipment; air-compressors, pumps and generators, including spraying, welding and building cleaning equipment; and geophysical exploration and well servicing equipment;

"named insured" means the person or organization named in Item 1. of the declarations of this policy;

"named insured's products" means goods or products manufactured, sold, handled or distributed by the *named insured* or by others trading under his name, including any container thereof (other than a vehicle), but *"named insured's products"* shall not include a vending machine or any property other than such container, rented to or located for use of others but not sold;

"occurrence" means an accident, including continuous or repeated exposure to conditions, which results in *bodily injury* or *property damage* neither expected nor intended from the standpoint of the *insured;*

"policy territory" means:

(1) the United States of America, its territories or possessions, or Canada, or

(2) international waters or air space, provided the *bodily injury* or *property damage* does not occur in the course of travel or transportation to or from any other country, state or nation, or

(3) anywhere in the world with respect to damages because of *bodily injury* or *property damage* arising out of a product which was sold for use or consumption within the territory described in paragraph (1) above, provided the original suit for such damages is brought within such territory;

"products hazard" includes *bodily injury* and *property damage* arising out of the *named insured's products* or reliance upon a representation or warranty made at any time with respect thereto, but only if the *bodily injury* or *property damage* occurs away from premises owned by or rented to the *named insured* and after physical possession of such products has been relinquished to others;

"property damage" means (1) physical injury to or destruction of tangible property which occurs during the policy period, including the loss of use thereof at any time resulting therefrom, or (2) loss of use of tangible property which has not been physically injured or destroyed provided such loss of use is caused by an *occurrence* during the policy period;

"underground property damage hazard" includes underground property damage as defined herein and *property damage* to any other property at any time resulting therefrom. "Underground property damage" means *property damage* to wires, conduits, pipes, mains, sewers, tanks, tunnels, any similar property, and any apparatus in connection therewith, beneath the surface of the ground or water, caused by and occurring during the use of mechanical equipment for the purpose of grading land, paving, excavating, drilling, borrowing, filling, back-filling or pile driving. The *underground property damage hazard* does not include *property damage* (1) arising out of operations performed for the *named insured* by independent contractors, or (2) included within the *completed operations hazard*, or (3) for which liability is assumed by the *insured* under an *incidental contract.*

DESCRIPTION OF TERMS USED AS PREMIUM BASES

When used as a premium basis for:

(a) Comprehensive General Liability Insurance or Owners', Landlords' and Tenants' Liability Insurance, ***"admissions"*** means the total number of persons, other than employees of the *named insured*, admitted to the event covered by the insurance or to events conducted on the premises whether on paid admission tickets, complimentary tickets or passes;

(b) Comprehensive General Liability Insurance; Manufacturers' and Contractors' Liability Insurance; Owners', Landlords' and Tenants' Liability Insurance; Owners' and Contractors' Protective Liability Insurance, ***"cost"*** means the total cost to the *named insured* with respect to operations performed for the *named insured* during the policy period by independent contractors of all work let or sub-let in connection with each specific project, including the cost of all labor, materials and equipment furnished, used or delivered for use in the execution of such work whether furnished by the owner, contractor or subcontractor, including all fees, allowances, bonuses or commissions made, paid or due;

(c) Comprehensive General Liability Insurance; Manufacturers' and Contractors' Liability Insurance; Owners', Landlords' and Tenants' Liability Insurance or Completed Operations and Products Liability Insurance, ***"receipts"*** means the gross amount of money charged by the *named insured* for such operations by the *named insured* or by others during the policy period as are rated on a receipts basis other than receipts from telecasting, broadcasting or motion pictures, and includes taxes, other than taxes which the named insured collects as a separate item and remits directly to a governmental division;

(d) Comprehensive General Liability Insurance; Manufacturers' and Contractors' Liability Insurance or Owners', Landlords' and Tenants' Liability Insurance which includes coverage for structural alterations, new construction and demolition operations, ***"remuneration"*** means the entire remuneration earned during the policy period by proprietors and by all employees of the *named insured*, other than chauffeurs (except operators of *mobile equipment*) and aircraft pilots and co-pilots, subject to any overtime earnings or limitation of remuneration rule applicable in accordance with the manuals in use by the Company;

(e) Comprehensive General Liability Insurance or Completed Operations and Products Liability Insurance, ***"sales"*** means the gross amount of money charged by the *named insured* or by others trading under his name for all goods and products sold or distributed during the policy period and charged during the policy period for installation, servicing or repair, and includes taxes, other than taxes which the *named insured* and such others collect as a separate item and remit directly to a governmental division;

(f) Contractual Liability Insurance, ***"cost"*** means the total cost to any indemnitee, with respect to any contract which is insured, of all work let or sub-let in connection with each specific project, including the cost of all labor, materials and equipment furnished, used or delivered for use in the execution of such work, whether furnished by the owner, contractor or the subcontractor, including all fees, allowances, bonuses or commissions made, paid or due;

(g) Garage Insurance, ***"remuneration"*** means (a) the entire remuneration earned during the policy period by each Class A employee and each Class C employee of the *named insured*, subject to an average weekly maximum of $100, and (b) the remuneration of each Class B person at a fixed amount of $2,000 per annum with respect to Dealer Risks (Hazard 1) or $5,200 per annum with respect to Non-Dealer Risks (Hazard 2)

"Class A" means all clerical office employees

"Class B" means all proprietors and officers active in the business, and inactive proprietors or officers (other than an inactive proprietor or officer who is a spouse of an active proprietor or officer) who customarily drive an *automobile* owned by the *named insured*; and all salesmen, general managers, service managers and chauffeurs

"Class C" means all other employees;

(h) Comprehensive Automobile Liability Insurance,

(1) ***"cost of hire"*** means the amount incurred for (a) the hire of *automobiles*, including the entire remuneration of each employee of the *named insured* engaged in the operation of such *automobiles* subject to an average weekly maximum remuneration of $100, and for (b) pick-up, transportation or delivery service of property or passengers, other than such services performed by motor carriers which are subject to the security requirements of any motor carrier law or ordinance. The rates for each $100 of ***"cost of hire"*** shall be 5% of the applicable *hired automobile* rates, provided the owner of such *hired automobile* has purchased *automobile* Bodily Injury Liability and Property Damage Liability insurance covering the interest of the *named insured* on a direct primary basis as respects such *automobile* and submits evidence of such insurance to the *named insured;*

(2) ***"Class 1 persons"*** means the following persons, provided their usual duties in the business of the *named insured* include the use of *non-owned automobiles:* (a) all employees, including officers, of the *named insured* compensated for the use of such *automobiles* by salary, commission, terms of employment, or specific operating allowance of any sort; (b) all direct agents and representatives of the *named insured;*

(3) ***"Class 2 employees"*** means all employees, including officers, of the *named insured*, not included in Class 1 persons.

NUCLEAR ENERGY LIABILITY EXCLUSION

This exclusion modifies the provisions of the policy relating to ALL LIABILITY AND MEDICAL PAYMENTS INSURANCE OTHER THAN COMPREHENSIVE PERSONAL AND FARMERS COMPREHENSIVE PERSONAL INSURANCE.

It is agreed that:

I. The policy does not apply:

A. Under any Liability Coverage, to *bodily injury* or *property damage*

(1) with respect to which an *insured* under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

(2) resulting from the hazardous properties of nuclear material and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the *insured* is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

B. Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to first aid, to expenses incurred with respect to *bodily injury* resulting from the *hazardous properties* of *nuclear material* and arising out of the operation of a *nuclear facility* by any person or organization.

C. Under any Liability Coverage, to *bodily injury* or *property damage* resulting from the *hazardous properties* of *nuclear material*, if

(1) the *nuclear material* (a) is at any *nuclear facility* owned by, or operated by or on behalf of, an *insured* or (b) has been discharged or dispersed therefrom;

(2) the *nuclear material* is contained in *spent fuel* or *waste* at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an *insured;* or

(3) the *bodily injury* or *property damage* arises out of the furnishing by an *insured* of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any *nuclear facility*, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to *property damage* to such *nuclear facility* and any property thereat.

II. As used in this exclusion:

"hazardous properties" include radioactive, toxic or explosive properties;

"nuclear material" means *source material, special nuclear material* or *byproduct material;*

"source material", ***"special nuclear material"***, and ***"byproduct material"*** have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a *nuclear reactor;*

"waste" means any waste material (1) containing *byproduct material* and (2) resulting from the operation by any person or organization of any *nuclear facility* included within the definition of *nuclear facility* under paragraph (a) or (b) thereof;

"nuclear facility" means

(a) any *nuclear reactor,*

(b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing *spent fuel*, or (3) handling, processing or packaging *waste,*

(c) any equipment or device used for the processing, fabricating or alloying of *special nuclear material* if at any time the total amount of such material in the custody of the *insured* at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,

(d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of *waste,*

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

"property damage" includes all forms of radioactive contamination of property.

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CONDITIONS

1. Premium All premiums for this policy shall be computed in accordance with the company's rules, rates, rating plans, premiums and minimum premiums applicable to the insurance afforded herein.

Premium designated in this policy as "advance premium" is a deposit premium only which shall be credited to the amount of the earned premium due at the end of the policy period. At the close of each period (or part thereof terminating with the end of the policy period) designated in the declarations as the audit period the earned premium shall be computed for such period and, upon notice thereof to the *named insured*, shall become due and payable. If the total earned premium for the policy period is less than the premium previously paid, the company shall return to the *named insured* the unearned portion paid by the *named insured*.

The *named insured* shall maintain records of such information as is necessary for premium computation, and shall send copies of such records to the company at the end of the policy period and at such times during the policy period as the company may direct.

2. Inspection and Audit The company shall be permitted but not obligated to inspect the *named insured's* property and operations at any time. Neither the company's right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking, on behalf of or for the benefit of the *named insured* or others, to determine or warrant that such property or operations are safe or healthful, or are in compliance with any law, rule or regulation.

The company may examine and audit the *named insured's* books and records at any time during the policy period and extensions thereof and within three years after the final termination of this policy, as far as they relate to the subject matter of this insurance.

3. Financial Responsibility Laws When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, such insurance as is afforded by this policy for *bodily injury* liability or for *property damage* liability shall comply with the provisions of such law to the extent of the coverage and limits of liability required by such law. The *insured* agrees to reimburse the company for any payment made by the company which it would not have been obligated to make under the terms of this policy except for the agreement contained in this paragraph.

4. Insured's Duties in the Event of Occurrence, Claim or Suit

(a) In the event of an *occurrence*, written notice containing particulars sufficient to identify the *insured* and also reasonably obtainable information with respect to the time, place and circumstances thereof, and the names and addresses of the injured and of available witnesses, shall be given by or for the *insured* to the company or any of its authorized agents as soon as practicable.

(b) If claim is made or suit is brought against the *insured*, the *insured* shall immediately forward to the company every demand, notice, summons or other process received by him or his representative.

(c) The *insured* shall cooperate with the company and, upon the company's request, assist in making settlements, in the conduct of suits and enforcing any right of contribution or indemnity against any person or organization who may be liable to the *insured* because of injury or damage with respect to which insurance is afforded under this policy; and the *insured* shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The *insured* shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expense other than for first aid to others at the time of accident.

5. Action Against Company No action shall lie against the company unless, as a condition precedent thereto, there shall have been full compliance with all of the terms of this policy, nor until the amount of the *insured's* obligation to pay shall have been finally determined either by judgment against the *insured* after actual trial or by written agreement of the *insured*, the claimant and the company.

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. No person or organization shall have any right under this policy to join the company as a party to any action against the *insured* to determine the *insured's* liability, nor shall the company be impleaded by the *insured* or his legal representative. Bankruptcy or insolvency of the *insured* or of the *insured's* estate shall not relieve the company of any of its obligations hereunder.

6. Other Insurance The insurance afforded by this policy is primary insurance, except when stated to apply in excess of or contingent upon the absence of other insurance. When this insurance is primary and the *insured* has other insurance which is stated to be applicable to the loss on an excess or contingent basis, the amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.

When both this insurance and other insurance apply to the loss on the same basis, whether primary, excess or contingent, the company shall not be liable under this policy for a greater proportion of the loss than that stated in the applicable contribution provision below:

(a) **Contribution by Equal Shares.** If all of such other valid and collectible insurance provides for contribution by equal shares, the company shall not be liable for a greater proportion of such loss than would be payable if each insurer contributes an equal share until the share of each insurer equals the lowest applicable limit of liability under any one policy or the full amount of the loss is paid, and with respect to any amount of loss not so paid the remaining insurers then continue to contribute equal shares of the remaining amount of the loss until each such insurer has paid its limit in full or the full amount of the loss is paid.

(b) **Contribution by Limits.** If any of such other insurance does not provide for contribution by equal shares, the company shall not be liable for a greater proportion of such loss than the applicable limit of liability under this policy for such loss bears to the total applicable limit of liability of all valid and collectible insurance against such loss.

7. Subrogation In the event of any payment under this policy, the company shall be subrogated to all the *insured's* rights of recovery therefor against any person or organization and the *insured* shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The *insured* shall do nothing after loss to prejudice such rights.

8. Changes Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this policy or estop the company from asserting any right under the terms of this policy; nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part of this policy, signed by an authorized representative of the company.

9. Assignment Assignment of interest under this policy shall not bind the company until its consent is endorsed hereon; if, however, the *named insured* shall die, such insurance as is afforded by this policy shall apply (1) to the *named insured's* legal representative, as the *named insured*, but only while acting within the scope of his duties as such, and (2) with respect to the property of the *named insured*, to the person having proper temporary custody thereof, as *insured*, but only until the appointment and qualification of the legal representative.

10. Three Year Policy If this policy is issued for a period of three years any limit of the company's liability stated in this policy as "aggregate" shall apply separately to each consecutive annual period thereof.

11. Cancellation This policy may be cancelled by the *named insured* by surrender thereof to the company or any of its authorized agents or by mailing to the company written notice stating when thereafter the cancellation shall be effective. This policy may be cancelled by the company by mailing to the *named insured* at the address shown in this policy, written notice stating when not less than ten days thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The time of surrender or the effective date and hour of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the *named insured* or by the company shall be equivalent to mailing.

If the *named insured* cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If the company cancels, earned premium shall be computed pro rata. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

12. Declarations By acceptance of this policy, the *named insured* agrees that the statements in the declarations are his agreements and representations, that this policy is issued in reliance upon the truth of such representations and that this policy embodies all agreements existing between himself and the company or any of its agents relating to this insurance.

In Witness Whereof, the Company has caused this policy to be signed by its President and a Secretary, but the same shall not be binding unless countersigned on the declarations page by a duly authorized agent of the company.

Secretary

thereof, completes the below numbered Casualty Insurance Policy.

1 20 RG ES MJG

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THE HARTFORD INSURANCE GROUP
HARTFORD CONNECTICUT

Co. Code [1] Hartford Fire Insurance Company
[5] Hartford Accident and Indemnity Company
[3] Hartford Casualty Insurance Company

Co. Code [6] New York Underwriters Insurance Company
[7] Twin City Fire Insurance Company

Hartford, Connecticut 06115

The INSURER shall be the Company designated herein by Co. Code: Co. Code 5

Previous Policy No. 10 C 646637E

POLICY NO. 10 C 653293 E

ASSOCIATED METALS & MINERALS CORP
733 3RD AVENUE
NEW YORK N Y

DECLARATIONS

Items

1. Named Insured and Address

The *named insured* is: [ ] *Individual* [ ] *Joint Venture* [ ] *Partnership* [X] *Corporation* [ ] *Other*

2. Policy Period From 1 1 75 To 1 1 76

12:01 A. M., standard time at the address of the *named insured* as stated herein.

Producer's Name and Address — Agent Code

MARSH AND MC LENNAN INC 252898

Audit Period: Annual, unless otherwise stated. [ ] Semi-Annual [ ] Quarterly [ ] Monthly

3. The advance premium for this policy is as stated below. Insurance is afforded by the Coverage Parts forming a part hereof, subject to such limits of liability as are stated therein and subject to all the terms of the policy having reference thereto.

SUMMARY OF ADVANCE PREMIUMS

COVERAGE PARTS	ADVANCE PREMIUM
Comprehensive General Liability Insurance	$ 79,734.00
Comprehensive Automobile Liability Insurance	$ 58,351.00
Automobile Medical Payments Insurance	$ INCLUDED
Uninsured Motorists Insurance	$ INCLUDED
Automobile Physical Damage Insurance	$ 15,733.00
Premises Medical Payments Insurance	$
Contractual Liability Insurance	$ INCLUDED
Personal Injury Liability Insurance	$
Garage Insurance	$
	$
	$
Form Numbers of Coverage Parts and endorsements not listed on Coverage Parts forming part of Policy at issue: TOTAL ADVANCE PREMIUM	$ 153,818.00

If Policy Period more than one year: Gross Premium $ Discount $ Net Premium $

Premium is payable: On effective date of Policy $ 1st Anniversary $ 2nd Anniversary $

4. Business of the *named insured* is IRON AND STEEL DEALERS

5. During the past 3 years no Insurer has cancelled insurance, issued to the *named insured*, similar to that afforded hereunder unless otherwise stated herein.

Countersigned by ..... *Authorized Agent*

my office 155 William St
N.Y. Hartford Conn

Form AL-51-0 Printed in U. S. A.

E7

THE HARTFORD INSURANCE GROUP
HARTFORD, CONNECTICUT

COMPREHENSIVE GENERAL LIABILITY INSURANCE

COVERAGE PART

This Coverage Part forms a part of Policy No. 10 C 653293E issued by THE HARTFORD INSURANCE GROUP Company designated therein, and takes effect as of the effective date of said policy unless otherwise stated herein.

(For use only if this Coverage Part is effective after the effective date of the Policy)

This Coverage Part is effective ..... (at the hour stated in the policy) and forms a part of the above designated policy issued to .....

The Company, in consideration of the payment of the premium and subject to all of the provisions of the policy not expressly modified herein, agrees with the *named insured* as follows:

SCHEDULE

The insurance afforded is only with respect to such of the following coverages as are indicated by specific premium charge or charges. The limit of the company's liability against each such coverage shall be as stated herein, subject to all the terms of this policy having reference thereto.

Coverages	Advance Premiums	Limits of Liability
A -- Bodily Injury Liability	$	$ 300 ,000 each occurrence
		$ 300 ,000 aggregate
B — Property Damage Liability	$	$ 100 ,000 each occurrence
		$ 100 ,000 aggregate

Rating Classifications Entries herein, except as specifically provided elsewhere in this policy, do not modify any of the other provisions of this policy.	Code No.	Premium Bases	Rates B. I.	Rates P. D.	Advance Premiums B. I.	Advance Premiums P. D.
(a) Premises — Operations		(a) Area (b) Frontage (c) Remuneration (d) Receipts	(a) Per 100 Sq. Ft. of Area (b) Per Linear Foot (c) Per $100 of Remuneration (d) Per $100 of Receipts			
(b) Escalators		(e) Landings	(e) Per Landing			
(c) Independent Contractors		(f) Cost	(f) Per $100 of Cost			
(d) Completed Operations		(g) Receipts	(g) Per $1,000 of Receipts			
(e) Products		(h) Sales	(h) Per $1,000 of Sales			
A) AS PER PREMIUM COMPUTATION	ENDT					
C) " " " "	"					
E) " " " "	"					

Form Numbers of Endorsements forming part of this Coverage Part at issue: (22 ...) (LIST)

TOTAL ADVANCE PREMIUMS $ $

If the Policy Period is more than one year, the Premium is Payable:

On effective date of Policy $ 1st Anniversary $ 2nd Anniversary $

The conditions and provisions printed on pages CGL-2 and CGL-3 of this form are hereby referred to and made a part hereof.

This Coverage Part shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this Coverage Part takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this Coverage Part.

Countersigned by ..... *Authorized Agent*

COMPREHENSIVE GENERAL LIABILITY INSURANCE
COVERAGE PART

(continued)

COVERAGE A — BODILY INJURY LIABILITY

COVERAGE B — PROPERTY DAMAGE LIABILITY

The company will pay on behalf of the *insured* all sums which the *ured* shall become legally obligated to pay as *damages* because of

Coverage A — *bodily injury or*

Coverage B — *property damage*

which this insurance applies, caused by an *occurrence*, and the mpany shall have the right and duty to defend any suit against the *ured* seeking *damages* on account of such *bodily injury* or *property mage*, even if any of the allegations of the suit are groundless, false fraudulent, and may make such investigation and settlement of claim or suit as it deems expedient, but the company shall not be igated to pay any claim or judgment or to defend any suit after applicable limit of the company's liability has been exhausted payment of judgments or settlements.

clusions

This insurance does not apply:

to liability assumed by the *insured* under any contract or agreement except an *incidental contract;* but this exclusion does not apply to a warranty of fitness or quality of the *named insured's products* or a warranty that work performed by or on behalf of the *named insured* will be done in a workmanlike manner;

to *bodily injury* or *property damage* arising out of the ownership, maintenance, operation, use, loading or unloading of

(1) any *automobile* or aircraft owned or operated by or rented or loaned to any *insured*, or

(2) any other *automobile* or aircraft operated by any person in the course of his employment by any *insured;*

but this exclusion does not apply to the parking of an *automobile* on premises owned by, rented to or controlled by the *named insured* or the ways immediately adjoining, if such *automobile* is not owned by or rented or loaned to any *insured;*

to *bodily injury* or *property damage* arising out of (1) the ownership, maintenance, operation, use, loading or unloading of any *mobile equipment* while being used in any prearranged or organized racing, speed or demolition contest or in any stunting activity or in practice or preparation for any such contest or activity or (2) the operation or use of any snowmobile or trailer designed for use therewith;

to *bodily injury* or *property damage* arising out of and in the course of the transportation of *mobile equipment* by an *automobile* owned or operated by or rented or loaned to any *insured;*

to *bodily injury* or *property damage* arising out of the ownership, maintenance, operation, use, loading or unloading of

(1) any watercraft owned or operated by or rented or loaned to any *insured*, or

(2) any other watercraft operated by any person in the course of his employment by any *insured;*

but this exclusion does not apply to watercraft while ashore on premises owned by, rented to or controlled by the *named insured;*

to *bodily injury* or *property damage* arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any water course or body of water; but this exclusion does not apply if such discharge, dispersal, release or escape is sudden and accidental;

to *bodily injury* or *property damage* due to war, whether or not declared civil war, insurrection, rebellion or revolution or to any act or condition incident to any of the foregoing, with respect to

(1) liability assumed by the *insured* under an *incidental contract*, or

(2) expenses for first aid under the Supplementary Payments provision;

(h) to *bodily injury* or *property damage* for which the *insured* or his indemnitee may be held liable

(1) as a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages, or

(2) if not so engaged, as an owner or lessor of premises used for such purposes,

if such liability is imposed

(i) by, or because of the violation of, any statute, ordinance or regulation pertaining to the sale, gift, distribution or use of any alcoholic beverage, or

(ii) by reason of the selling, serving or giving of any alcoholic beverage to a minor or to a person under the influence of alcohol or which causes or contributes to the intoxication of any person;

but part (ii) of this exclusion does not apply with respect to liability of the *insured* or his indemnitee as an owner or lessor described in (2) above;

(i) to any obligation for which the *insured* or any carrier as his insurer may be held liable under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law;

(j) to *bodily injury* to any employee of the *insured* arising out of and in the course of his employment by the *insured* or to any obligation of the *insured* to indemnify another because of damages arising out of such injury; but this exclusion does not apply to liability assumed by the *insured* under an *incidental contract:*

(k) to *property damage* to

(1) property owned or occupied by or rented to the *insured*,

(2) property used by the *insured*, or

(3) property in the care, custody or control of the *insured* or as to which the *insured* is for any purpose exercising physical control;

but parts (2) and (3) of this exclusion do not apply with respect to liability under a written sidetrack agreement and part (3) of this exclusion does not apply with respect to *property damage* (other than to *elevators*) arising out of the use of an *elevator* at premises owned by, rented to or controlled by the *named insured;*

(l) to *property damage* to premises alienated by the *named insured* arising out of such premises or any part thereof;

(m) to loss of use of tangible property which has not been physically injured or destroyed resulting from

(1) a delay in or lack of performance by or on behalf of the *named insured* of any contract or agreement, or

(2) the failure of the *named insured's products* or work performed by or on behalf of the *named insured* to meet the level of performance, quality, fitness or durability warranted or represented by the *named insured;*

but this exclusion does not apply to loss of use of other tangible property resulting from the sudden and accidental physical injury to or destruction of the *named insured's products* or work performed by or on behalf of the *named insured* after such products or work have been put to use by any person or organization other than an *insured;*

(n) to *property damage* to the *named insured's products* arising out of such products or any part of such products;

(o) to *property damage* to work performed by or on behalf of the *named insured* arising out of the work or any portion thereof, or out of materials, parts or equipment furnished in connection therewith;

(p) to damages claimed for the withdrawal, inspection, repair, replacement, or loss of use of the *named insured's products* or work completed by or for the *named insured* or of any property of which such products or work form a part, if such products, work or property are withdrawn from the market or from use because of any known or suspected defect or deficiency therein;

(q) to *property damage* included within:

(1) the *explosion hazard* in connection with operations identified in this policy by a classification code number which includes the symbol "x",

(2) the *collapse hazard* in connection with operations identified in this policy by a classification code number which includes the symbol "c",

(3) the *underground property damage hazard* in connection with operations identified in this policy by a classification code number which includes the symbol "u".

II. PERSONS INSURED

Each of the following is an *insured* under this insurance to the extent set forth below:

(a) if the *named insured* is designated in the declarations as an individual, the person so designated but only with respect to the conduct of a business of which he is the sole proprietor, and the spouse of the *named insured* with respect to the conduct of such a business;

(b) if the *named insured* is designated in the declarations as a partnership or joint venture, the partnership or joint venture so designated and any partner or member thereof but only with respect to his liability as such;

(c) if the *named insured* is designated in the declarations as other than an individual, partnership or joint venture, the organization so designated and any executive officer, director or stockholder thereof while acting within the scope of his duties as such;

(d) any person (other than an employee of the *named insured*) or organization while acting as real estate manager for the *named insured*; and

(e) with respect to the operation, for the purpose of locomotion upon a public highway, of *mobile equipment* registered under any motor vehicle registration law,

(i) an employee of the *named insured* while operating any such equipment in the course of his employment, and

(ii) any other person while operating with the permission of the *named insured* any such equipment registered in the name of the *named insured* and any person or organization legally responsible for such operation, but only if there is no other valid and collectible insurance available, either on a primary or excess basis, to such person or organization;

provided that no person or organization shall be an *insured* under this paragraph (e) with respect to:

(1) *bodily injury* to any fellow employee of such person injured in the course of his employment, or

(2) *property damage* to property owned by, rented to, in charge of or occupied by the *named insured* or the employer of any person described in subparagraph (ii).

This insurance does not apply to *bodily injury* or *property damage* arising out of the conduct of any partnership or joint venture of which the *insured* is a partner or member and which is not designated in this policy as a *named insured*.

III. LIMITS OF LIABILITY

Regardless of the number of (1) *insureds* under this policy, (2) persons or organizations who sustain *bodily injury* or *property damage*, or (3) claims made or suits brought on account of *bodily injury* or *property damage*, the company's liability is limited as follows:

Coverage A — The total liability of the company for all damages, including damages for care and loss of services, because of *bodily injury* sustained by one or more persons as the result of any one *occurrence* shall not exceed the limit of *bodily injury* liability stated in the schedule as applicable to "each *occurrence*".

Subject to the above provision respecting "each *occurrence*", the total liability of the company for all damages because of (1) all *bodily injury* included within the *completed operations hazard* and (2) all *bodily injury* included within the *products hazard* shall not exceed the limit of *bodily injury* liability stated in the schedule as "aggregate".

Coverage B — The total liability of the company for all damages because of all *property damage* sustained by one or more persons or organizations as the result of any one *occurrence* shall not exceed the limit of *property damage* liability stated in the schedule as applicable to "each *occurrence*".

Subject to the above provision respecting "each *occurrence*", the total liability of the company for all damages because of all *property damage* to which this coverage applies and described in any of the numbered subparagraphs below shall not exceed the limit of *property damage* liability stated in the schedule as "aggregate":

(1) all *property damage* arising out of premises or operations rated on a remuneration basis or contractor's equipment rated on a receipts basis, including *property damage* for which liability is assumed under any *incidental contract* relating to such premises or operations, but excluding *property damage* included in subparagraph (2) below;

(2) all *property damage* arising out of and occurring in the course of operations performed for the *named insured* by independent contractors and general supervision thereof by the *named insured*, including any such *property damage* for which liability is assumed under any *incidental contract* relating to such operations, but this subparagraph (2) does not include *property damage* arising out of maintenance or repairs at premises owned by or rented to the *named insured* or structural alterations at such premises which do not involve changing the size of or moving buildings or other structures;

(3) all *property damage* included within the *products hazard* and all *property damage* included within the *completed operations hazard*.

Such aggregate limit shall apply separately to the *property damage* described in subparagraphs (1), (2) and (3) above, and under subparagraphs (1) and (2), separately with respect to each project away from premises owned by or rented to the *named insured*.

Coverages A and B — For the purpose of determining the limit of the company's liability, all *bodily injury* and *property damage* arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one *occurrence*.

IV. POLICY TERRITORY

This insurance applies only to *bodily injury* or *property damage* which occurs within the *policy territory*.

THE HARTFORD INSURANCE GROUP
HARTFORD CONNECTICUT

CONTRACTUAL LIABILITY INSURANCE COVERAGE PART

(Blanket Coverage)

E10

This Coverage Part forms a part of Policy No. 10 C 653293E issued by THE HARTFORD INSURANCE GROUP Company designated therein, and takes effect as of the effective date of said policy unless otherwise stated herein.

(For use only if this Coverage Part is effective after the effective date of the Policy)

This Coverage Part is effective ..... (at the hour stated in the policy) and forms a part of the above designated policy issued to .....

The Company, in consideration of the payment of the premium and subject to all of the provisions of the policy not expressly modified herein, agrees with the *named insured* as follows:

SCHEDULE

The insurance afforded is only with respect to such of the following coverages as are indicated by specific premium charge or charges. The limit of the company's liability against each such coverage shall be as stated herein, subject to all the terms of this policy having reference thereto.

Coverages	Advance Premiums	Limits of Liability
YB — Contractual Bodily Injury Liability	$	$ 300 ,000 each occurrence
ZB — Contractual Property Damage Liability	$	$ 100 ,000 each occurrence $ 100 ,000 aggregate

Designation of Contracts	Code No.	Premium Bases	Rates B. I.	Rates P. D.	Advance Premiums B. I.	Advance Premiums P. D.
ALL WRITTEN CONTRACTS OR AGREEMENTS		(a) Cost (b) Sales AS PER PREMIUM COMPUTATION END.	(a) Per $100 of Cost (b) Per $1,000 of Sales			
Form Numbers of Endorsements forming part of this Coverage Part at Issue:			TOTAL ADVANCE PREMIUMS		$	$

If the Policy Period is more than one year, the Premium is Payable:

On effective date of Policy $ ..... 1st Anniversary $ ..... 2nd Anniversary $ .....

The following exclusions do apply:

☐ Exclusion (p) — Products and Completed Operations ☐ Exclusion (q) — x, c & u

I. COVERAGE YB—CONTRACTUAL BODILY INJURY LIABILITY

COVERAGE ZB—CONTRACTUAL PROPERTY DAMAGE LIABILITY

The company will pay on behalf of the *insured* all sums which the *insured*, by reason of *contractual liability* assumed by him under any written contract of the type designated in the schedule for this insurance, shall become legally obligated to pay as damages because of

Coverage YB, *bodily injury* or

Coverage ZB, *property damage*

to which this insurance applies, caused by an *occurrence*, and the company shall have the right and duty to defend any *suit* against the *insured* seeking damages on account of such *bodily injury* or *property damage*, even if any of the allegations of the *suit* are groundless, false or fraudulent, but may make such investigation and settlement of any claim or suit as it deems expedient, but the company shall not be obligated to pay any claim or judgment or to defend

(1) any arbitration proceeding wherein the company is not entitled to exercise the *insured's* rights in the choice of arbitrators and in the conduct of such proceedings, or

(2) any *suit* after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements.

Exclusions

This insurance does not apply:

(a) to liability assumed by the *insured* under any *incidental contract*;

(b) (1) if the *insured* is an architect, engineer or surveyor, to *bodily injury* or *property damage* arising out of professional services performed by such *insured*, including

(i) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, and

(ii) supervisory, inspection or engineering services;

(2) if the indemnitee of the *insured* is an architect, engineer or surveyor, to the liability of the indemnitee, his agents or employees, arising out of

(1) ..... and provisions printed on page KB-2 and KB-3 of this Coverage Part are hereby incorporated and made a part hereof.

This Coverage Part shall not be binding unless countersigned by a duly authorized agent of the company, provided that if this Coverage Part takes effect after the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this Coverage Part.

Countersigned by ..... *Authorized Agent*

HB

V. ADDITIONAL DEFINITIONS

When used in reference to this insurance (including endorsements forming a part of the policy):

"*contractual liability*" means liability expressly assumed under a written contract or agreement; provided, however, that *contractual liability* shall not be construed as including liability under a warranty of the fitness or quality of the *named insured's products* or a warranty that work performed by or on behalf of the *named insured* will be done in a workmanlike manner;

"*suit*" includes an arbitration proceeding to which the *insured* is [illegible] or to which the *insured* has submitted with the company's consent.

VI. POLICY TERRITORY

This insurance applies only to *bodily injury* or *property damage* which occurs within the *policy territory*.

VII. ADDITIONAL CONDITIONS

Arbitration

The company shall be entitled to exercise all of the *insured's* rights in the choice of arbitrators and in the conduct of any arbitration proceeding.

Premium

When used as a premium basis:

1. the word "*cost*" means the total cost of all work in connection with all contracts of the type designated in the schedule for this insurance with respect to which "*cost*" is the basis of premium, regardless of whether any liability is assumed under such contracts by the *insured*. It includes [illegible] whether furnished by the *insured*, or others including all fees, allowances, bonuses or commissions made, paid or due. It shall not include the cost of any operations to which exclusion (m) applies.

2. the word "*sales*" means the gross amount of money charged by the *named insured* or by others trading under his name for all goods and products sold or distributed during the policy period and charged during the policy period for installation, servicing or repair and includes taxes, other than taxes which the *named insured* and such others collect as a separate item and remit directly to a governmental division.

ADDITIONAL INSURED
(Vendors - Limited Form)

10 C 653293E

This endorsement forms a part of Policy No. issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless another effective date is stated herein.

Named Insured and Address

Effective date 12:01 A. M., standard time at the address of the named insured as stated herein.

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COMPREHENSIVE GENERAL LIABILITY INSURANCE

It is agreed that the "Persons Insured" provision is amended to include any person or organization (herein referred to as "Vendor"), as an Insured, but only with respect to the distribution or sale in the regular course of the Vendor's business of the Named Insured's products subject to the following additional provisions:

1. The insurance with respect to the Vendor does not apply to:
   (a) any express warranty, or any distribution or sale for a purpose, unauthorized by the Named Insured
   (b) bodily injury or property damage arising out of
      (i) any act of the Vendor which changes the condition of the products,
      (ii) any failure to maintain the product in merchantable condition,
      (iii) any failure to make such inspections, adjustments, tests or servicing as the Vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products, or
      (iv) products which after distribution or sale by the Named Insured have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the Vendor;
   (c) bodily injury or property damage occurring within the Vendor's premises.
2. This insurance does not apply to any person or organization, as Insured, from whom the Named Insured has acquired such products or any ingredient, part or container, entering into, accompanying or containing such products.

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement.

THE HARTFORD
INSURANCE GROUP
HARTFORD, CONNECTICUT

Countersigned by

Authorized Agent

A/R 1972 FORD S#F37HRN23616 E13

18 **Loss Payable Clause**

THE HARTFORD

Named Insured and Address

ASSOCIATES METALS & MINERALS INC.

This endorsement forms a part of Policy No. 10 C 653293 E issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless another effective date is stated herein.

Effective date 1-1-75 12:01 A. M., standard time at the address of the *named insured* as stated herein.

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

AUTOMOBILE PHYSICAL DAMAGE INSURANCE (Fleet Automatic)
AUTOMOBILE PHYSICAL DAMAGE INSURANCE (Non-Fleet)
AUTOMOBILE PHYSICAL DAMAGE INSURANCE (Dealers)

Loss or damage, if any, under this insurance shall be payable as interest may appear to PHD CORP. *Lienholder*

Address 4285 CAMINO DEL RIO SOUTH, P.O. BOX 20008 SAN DIEGO, CALIF. and this insurance as to the interest of the Bailment Lessor, Conditional Vendor, Mortgagee or other secured party or Assignee of Bailment Lessor, Conditional Vendor, Mortgagee or other secured party (herein called the lienholder) shall not be invalidated by any act or neglect of the Lessee, Mortgagor, Owner of the within described automobile or other Debtor nor by any change in the title or ownership of the property; provided, however, that the conversion, embezzlement or secretion by the Lessee, Mortgagor, Purchaser or other Debtor in possession of the property insured under a bailment lease, conditional sale, mortgage or other security agreement is not covered under this insurance, unless specifically insured against and premium paid therefor; and provided, also, that in case the Lessee, Mortgagor, Owner or other Debtor shall neglect to pay any premium due under this insurance the Lienholder shall, on demand, pay the same.

Provided also, that the Lienholder shall notify the company of any change of ownership or increase of hazard which shall come to the knowledge of said Lienholder and, unless permitted by this insurance, it shall be noted thereon and the Lienholder shall, on demand, pay the premium for such increased hazard for the term of the use thereof; otherwise this insurance shall be null and void.

The company reserves the right to cancel this insurance at any time as provided by its terms, but in such case the company shall notify the Lienholder when not less than ten days thereafter such cancelation shall be effective as to the interest of said Lienholder therein and the company shall have the right, on like notice, to cancel this agreement.

If the *named insured* fails to render proof of loss within the time granted in the policy conditions, such Lienholder shall do so within sixty days thereafter, in form and manner as provided by this insurance, and further, shall be subject to the provisions of this insurance relating to appraisal and time of payment and of bringing suit.

Whenever the company shall pay the Lienholder any sum for loss or damage under this insurance and shall claim that, as to the Lessee, Mortgagor, Owner or other Debtor, no liability therefor existed, the company shall, to the extent of such payment, be thereupon legally subrogated to all the rights of the party to whom such payment shall be made, under all securities held as collateral to the debt, or may at its option, pay to the Lienholder the whole principal due or to grow due on the mortgage or other security agreement with interest, and shall thereupon receive a full assignment and transfer of the mortgage or other security agreement and of all such other securities; but no subrogation shall impair the right of the Lienholder to recover the full amount of its claim.

Whenever a payment of any nature becomes due under this insurance, separate payment may be made to each party at interest provided the company protects the equity of all parties.

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement.

Countersigned by

Authorized Agent

JS/JMB/6 16 75 MARSH & MCLENNAN INC 252898

Hired Automobiles — Specified Car Basis

THE HARTFORD

This endorsement forms a part of Policy No. 10 C 653293 E issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless another effective date is stated herein.

Named Insured and Address
ASSOCIATES METALS & MINERALS INC.

Effective date 1-1-75 12:01 A. M., standard time at the address of the *named insured* as stated herein.

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE
AUTOMOBILE MEDICAL PAYMENTS INSURANCE

Description of Automobile:

ALL VEHICLES LEASED FROM PHD CORP.

It is agreed that the insurance with respect to the *hired automobile* described herein or designated in the policy as subject to this endorsement applies, subject to the following additional provisions:

1. The insurance applies to the *named insured*, as rentee of such *automobile*, in the same manner as if he were the owner thereof; and, when used in reference to the insurance afforded by this endorsement, "*named insured*" includes an *individual named insured*.
2. Subject otherwise to the "Persons Insured" provision, the insurance covers as an *insured* the owner, any lessee (of whom the *named insured* is a sub-lessee) and any agent or employee of such owner or lessee, but only while such *automobile* is being used in the business of the *named insured*, or by or on behalf of the *named insured* for personal or pleasure purposes, and subdivision (ii) of the sentence beginning "None of the following is an *insured*:" in such provision is amended accordingly.
3. The insurance applies as primary insurance.

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement.

Countersigned by .....
Authorized Agent

A-3457-0 Printed in U. S. A. (ISO: CA-09-12) Ed. 1-'74

Use of Other Automobiles Coverage–Limited Form

THE HARTFORD

Named Insured and Address

This endorsement forms a part of Policy No. 10 C 653293E issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless another effective date is stated herein.

Effective date ..... 12:01 A. M., standard time at the address of the *named insured* as stated herein.

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE
BASIC AUTOMOBILE LIABILITY INSURANCE
AUTOMOBILE MEDICAL PAYMENTS INSURANCE

SCHEDULE

The insurance afforded because of the naming below of any individual or partnership is only with respect to such and so many of the following coverages as are indicated by specific premium charge or charges for such individual or partnership.

Name of Individual or Partnership	Status (Enter relationship, "Partnership", or "Employee")	Occupation	Premium		
			Bodily Injury Liability	Property Damage Liability	Automobile* Medical Payments
AS PER SCHEDULE	EMPLOYEES DESIGNATED ON SCHEDULE		INCLUDED		
			Total Premium $		

It is agreed that the insurance, under the *bodily injury* liability and *property damage* liability coverages and division 1 of the Automobile Medical Payments coverage, with respect to any *owned private passenger automobile* also applies with respect to any other *automobile*, subject to the following additional provisions:

1. **Persons Insured**
   With respect to the insurance afforded by this endorsement for *bodily injury* liability and for *property damage* liability the "Persons Insured" provision is replaced by the following:
   Each of the following is an *insured* under this insurance to the extent set forth below:
   (a) each individual named in the schedule of this endorsement and, while a resident of the same household, the spouse of such individual,
   (b) any other person or organization, not owning or hiring the *automobile*, but only with respect to his or its liability because of acts or omissions of an *insured* under (a) above.
2. **Exclusions**
   This insurance does not apply:
   (a) to any *insured* while engaged in the business of his employer with respect to *bodily injury* to a fellow employee of such *insured* injured in the course of his employment;
   (b) to any *insured* while employed in or otherwise engaged in duties in connection with an *automobile business;*
   (c) if the individual named in the schedule of this endorsement is an employee, to the employer of such individual;
   (d) if the individual named in the schedule of this endorsement is a partner, to the partnership of which such individual is a member, unless such partnership is designated in the schedule of this endorsement;
   (e) to any *automobile* owned by or furnished or available for the regular use of such named individual, his spouse or any resident of the same household other than a private chauffeur or domestic servant of such named individual or spouse;
   (f) to any *automobile* while used in the business or occupation of the named individual or spouse except a *private passenger automobile* operated or occupied by such named individual, spouse, or a private chauffeur or domestic servant of such named individual or spouse;
   (g) to any *automobile* while used by any *insured* as a public or livery conveyance; but this exclusion does not apply to *bodily injury* or *property damage* which results from the *insured's* occupancy of such *automobile* other than as the operator thereof.
3. **Excess Insurance.** The insurance afforded by this endorsement for *bodily injury* liability and *property damage* liability shall be excess over any other valid and collectible insurance, whether primary, excess or contingent, available to the *insured*.
   The insurance afforded by this endorsement for Automobile Medical Payments shall be excess over any other valid and collectible automobile medical payments or automobile *medical expense* insurance, whether primary, excess or contingent.

***Note:** If a premium charge is indicated in the Automobile Medical Payments column, the individual named opposite thereto is the designated individual for purposes of division 2 of Automobile Medical Payments.

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement.

Countersigned by ..... *Authorized Agent*

Automobile Medical Payments Insurance Coverage Part

THE HARTFORD

This Coverage Part forms a part of Policy No. 10 C 653293E issued by THE HARTFORD INSURANCE GROUP Company designated therein, and takes effect as of the effective date of said policy unless otherwise stated herein.

(For use only if this Coverage Part is effective after the effective date of the Policy)

This Coverage Part is effective ..... (at the hour stated in the policy) and forms a part of the above designated policy issued to .....

The Company, in consideration of the payment of the premium and subject to all of the provisions of the policy not expressly modified herein, agrees with the *named insured* as follows:

SCHEDULE

The insurance afforded is with respect to the following coverage as indicated by specific premium charge or charges. The limit of the company's liability against such coverage shall be as stated herein, subject to all the terms of this policy having reference thereto.

Coverages	Advance Premium	Limits of Liability
F — Automobile Medical Payments	$ INCL	$ 5,000 each person

Designation of Automobiles—Division 1

(1) ☐ Any *owned automobile*

(2) ☐ Any *hired automobile*

(3) ☒ Any licensed *owned private passenger automobile*

(4) ☐ Any *automobile* described in the schedule and designated "M.P."

(5) ☐ Any *non-owned automobile*

(6) ☐ .....

Designated Person Insured—Division 2

Advance Premium
$
$
$

Form Numbers of Endorsements forming part of this Coverage Part at issue:

The conditions and provisions printed on page AMP-2 of this form are hereby referred to and made a part hereof.

This Coverage Part shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this Coverage Part takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this Coverage Part.

Countersigned by .....
Authorized Agent

Automobile Physical Damage Insurance (Fleet Automatic) Coverage Part

THE HARTFORD

This Coverage Part forms a part of Policy No. 10 C 653293E issued by THE HARTFORD INSURANCE GROUP Company designated therein, and takes effect as of the effective date of said policy unless otherwise stated herein.

(For use only if this Coverage Part is effective after the effective date of the Policy)

This Coverage Part is effective ..... (at the hour stated in the policy) and forms a part of the above designated policy issued to .....

The Company, in consideration of the payment of the premium and subject to all of the provisions of the policy not expressly modified herein, agrees with the *named insured* as follows:

Items

SCHEDULE

1.(a) The insurance afforded is only with respect to such of the following coverages as are indicated by specific premium charge or charges and, under each such coverage, applies only to such *covered automobiles* as are indicated, by entry herein, of one or more of the designating numerals for that purpose appearing in division (b) of this Item. The limit of the company's liability against each such coverage shall be as stated herein, subject to all the terms of this insurance having reference thereto.

Coverages	★Covered Automobiles	Limit of Liability — each *covered automobile*: Amount or "ACV" (Actual Cash Value)	Deductible	"S" entered below means: "As separately stated in the Schedule of Covered Automobiles made a part hereof"	Advance Premiums
O. Comprehensive	CA- 5 CA-	ACV	$ 50 $		$ AS PER
P. Collision	CA- 5 CA-	ACV	$100 $250	PRIVATE PASSENGER VEH. COMMERCIAL VEHICLES	$ PREMIUM
Q. Fire, Lightning or Transportation	CA- CA-				$ COMPUTATION
R. Theft	CA- CA-				$ ENDORSEMENT
S. Windstorm, Hail, Earthquake or Explosion	CA- CA-				$
T. Combined Additional	CA- CA-				$
V. Towing (Not available in California)	CA- CA-	$25 for each disablement			$

Form Numbers of Endorsements forming part of this Coverage Part at issue: A 2109

Maximum Limit of Liability		Advance Premium for Endorsements	$
$ ACV	Any one *covered automobile*		
$ ACV	All *covered automobiles* at any one location	TOTAL ADVANCE PREMIUMS	$
$ ACV	All *covered automobiles*		

Records to be submitted ("M" = monthly; "Q" = quarterly; "S" = semi-annually):.....

(b) Explanation of above entries designating the *covered automobiles* to which this insurance applies, under each Coverage afforded:

★ CA-1 = all *covered automobiles*
CA-2 = all registered *covered automobiles*
CA-3 = all *covered automobiles* of the *private passenger type*
CA-4 = all *covered automobiles* of the *commercial type*
CA-5 = the *covered automobiles* described in the Schedule of Covered Automobiles made a part hereof (including newly acquired vehicles, subject to the provisions of paragraph (b) of the "*covered automobile*" definition)

When also entered with CA-1, 2, 3 or 4:
6 = excluding vehicles leased to the *named insured*
7 = excluding under Collision Coverage, any vehicle not having an actual cash value of at least $.....

2. Schedule of Covered Automobiles as of effective date of this insurance
(a) Description; (b) Facts Respecting Purchase; (c) Limit of Liability (if not stated in Item 1 above), Rates, Advance Premiums

AUTO No.	(a) Year Model Trade Name	Body Type - Capacity (Truck Load, Gallonage, Bus Seating)	Identification No. (I), Serial No. (S), Motor No. (M)	No. of Cyls. Model	Principally garaged in (Town, State)	*Purpose of Use	Classification
1	AS PER SCHEDULE ON FILE WITH THE COMPANY						
2							

AUTO No.	(b) List Price	Actual Cost	Purchased Mo./Yr.—New (N); Used (U)	Rating Symbol	Any *loss* under Coverages other than Towing is payable as interest may appear to the *named insured* and the Loss Payee named below:
1					
2					

AUTO No.	(c) Limit of Liability-each *covered automobile* described in (a) above and covered for: Coverages other than Collision Enter: Amt. or "ACV"	Deductible	Collision Enter: "ACV"	Deductible	Rates	Advance Premiums Cov. O	Cov. P	Cov. Q	Cov. R	Cov. S	Cov. T	Cov. V
1		$		$		$	$	$	$	$	$	$
2		$		$		$	$	$	$	$	$	$
"ACV" means Actual Cash Value					Totals	$	$	$	$	$	$	$

3. Except with respect to bailment lease, conditional sale, purchase agreement, mortgage or other encumbrance, the *named insured* is the sole owner of every *covered automobile* designated above as covered under this insurance, unless otherwise stated herein:

The conditions and provisions printed on pages PHF-2, PHF-3 and PHF-4 of this form are hereby referred to and made a part hereof.

This Coverage Part shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this Coverage Part takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this Coverage Part.

Automobile Physical Damage Insurance (Fleet Automatic) Coverage Part

THE HARTFORD

(continued)

III. POLICY PERIOD; TERRITORY; PURPOSES OF USE

This insurance applies only to *loss* which occurs during the policy period, while the *covered automobile* is within the United States of America, its territories or possessions, or Canada, or is being transported between ports thereof and, if a *covered automobile* described in the schedule, is maintained and used for the purposes stated therein as applicable thereto.

IV. ADDITIONAL DEFINITIONS

When used in reference to this insurance (including endorsements forming a part of the policy):

"*camper body*" means a body designed to be mounted upon a *covered automobile* and equipped as sleeping or living quarters;

"*collision*" means (i) collision of a *covered automobile* with another object or with a vehicle to which it is attached, or (ii) upset of such *covered automobile;*

"*commercial type*" means

(i) a land motor vehicle of the truck, pick-up, express, sedan or panel delivery type, including truck-type tractors, trailers and semitrailers, used for the transportation or delivery of goods or merchandise or for other business purposes, or

(ii) an altered *private passenger type* vehicle used for retail or wholesale delivery;

"*covered automobile*" means a land motor vehicle, trailer or semitrailer, including its equipment and other equipment permanently attached thereto (but not including robes, wearing apparel or personal effects), which is either

(a) designated in the schedule, by description or otherwise, as a *covered automobile* to which this insurance applies and is:

(i) owned by the *named insured*, or

(ii) leased to the *named insured* for a term of not less than one year under an agreement expressly prohibiting any right of the lessor or owner to use such vehicle during the term of such lease except either as an operator employed by the *named insured* or for its repair or exchange; or

(b) if not so designated, such vehicle is newly acquired by the *named insured* during the policy period provided, however, that:

(i) it replaces a described *covered automobile*, or as of the date of its delivery this insurance applies to all *covered automobiles*, and

(ii) the *named insured* notifies the company within 30 days following such delivery date;

but "*covered automobile*" does not include a vehicle owned by or registered in the name of any individual partner or executive officer of the *named insured*, unless specifically stated otherwise by endorsement forming a part of the policy;

"*loss*" means direct and accidental loss or damage;

"*private passenger type*" means a 4-wheel land motor vehicle of the private passenger or station wagon type;

as to "*purposes of use*":

"*commercial*" means use principally in the business occupation of the *named insured* as stated in the declarations, including occasional use for personal, pleasure, family and other business purposes;

"*pleasure and business*" means personal, pleasure, family and business use.

V. CONDITIONS

None of the Conditions of the policy shall apply to this insurance except "Premium", "Inspection and Audit", "Subrogation", "Changes", "Assignment", "Cancellation", and "Declarations". This insurance shall also be subject to the following additional Conditions:

1. Named Insured's Duties in Event of Loss

In the event of *loss* the *named insured* shall:

(a) protect the *covered automobile*, whether or not this insurance applies to the *loss*, and any further loss or damage due to the *named insured's* failure to protect shall not be recoverable under this insurance; reasonable expenses incurred in affording such protection shall be deemed incurred at the company's request;

(b) give notice thereof as soon as practicable to the company or any of its authorized agents and also, in the event of theft or larceny, to the police;

(c) file with the company, within 91 days after *loss*, his sworn proof of *loss* in such form and including such information as the company may reasonably require and, upon the company's request, shall exhibit the damaged property and submit to examination under oath;

(d) cooperate with the company and, upon the company's request, shall assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the *named insured* because of *loss* with respect to which this insurance applies; and shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses;

but the *named insured* shall not, except at his own cost, voluntarily make any payment, assume any obligation, offer or pay any reward for recovery of stolen property or incur any expense other than as specifically provided in this insurance.

2. Payment for Loss

With respect to any *loss* covered by this insurance, the company may pay for said *loss* in money, or may:

(a) repair or replace the damaged or stolen property, or

(b) return at its expense any stolen property to the *named insured*, with payment for any resultant damage thereto, at any time before the *loss* is so paid or the property is so replaced, or

(c) take all or any part of the damaged or stolen property at the agreed or appraised value,

but there shall be no abandonment to the company.

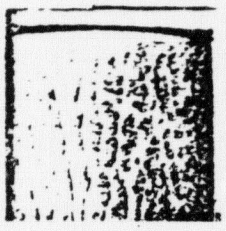
3. Appraisal

If the *named insured* and the company fail to agree as to the amount of *loss*, either may, within 60 days after proof of *loss* is filed, demand an appraisal of the *loss*. In such event the *named insured* and the company shall each select a competent appraiser, and the appraisers shall select a competent and disinterested umpire. The appraisers shall state separately the actual cash value and the amount of *loss* and failing to agree shall submit their differences to the umpire. An award in writing of any two shall determine the amount of *loss*. The *named insured* and the company shall each pay its chosen appraiser and shall bear equally the other expenses of the appraisal and umpire.

The company shall not be held to have waived any of its rights by any act relating to appraisal.

4. Action Against Company

No action shall lie against the company unless, as a condition precedent thereto, there shall have been full compliance with all the terms of this insurance nor until 30 days after proof of *loss* is filed and the amount of *loss* is determined as provided in this insurance.



Insurance for Excluded Use of an Automobile

THE HARTFORD

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE
BASIC AUTOMOBILE LIABILITY INSURANCE
AUTOMOBILE MEDICAL PAYMENTS INSURANCE

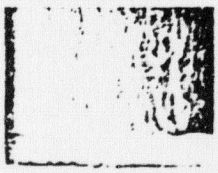
It is agreed that any endorsement which limits the insurance with respect to the *automobile* designated in the endorsement to use of the *automobile* for the purposes described therein shall not apply if the *named insured* notifies the company within thirty days after the first use of the *automobile* during the policy period for other purposes.

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement forms a part of the policy, issued by THE HARTFORD INSURANCE GROUP company designated therein, which indicates this endorsement forms a part thereof, and takes effect as of the effective date of said policy.

President

A-3411-0 Printed in U. S. A. (ISO: CP-03-17) Ed. 1-'74



Protection Against

THE HARTFORD INSURANCE GROUP
HARTFORD, CONNECTICUT

UNINSURED MOTORISTS INSURANCE

COVERAGE PART

20

This Coverage Part forms a part of Policy No. 10 C 653293E issued by THE HARTFORD INSURANCE GROUP Company designated therein, and takes effect as of the effective date of said policy unless otherwise stated herein.

(For use only if this Coverage Part is effective after the effective date of the Policy)

This Coverage Part is effective ..... (at the hour stated in the policy) and forms a part of the above designated policy issued to .....

The Company, in consideration of the payment of the premium and subject to all of the provisions of the policy not expressly modified herein, agrees with the *named insured* as follows:

SCHEDULE

The insurance afforded is only with respect to such of the following coverages as are indicated by specific premium charge or charges. The limit of the company's liability against each such coverage shall be as stated herein, subject to all the terms of this policy having reference thereto.

Coverage	Advance Premium	Limits of Liability	
U — Uninsured Motorists	$ INCL	$ 15	,000 each person
		$ 30	,000 each accident

Designated Insured:

VEHICLE GARAGED IN NEVADA

Description of *Insured Highway Vehicles*
(Check appropriate box)

- [x] Any *automobile* owned by the *named insured*
- [ ] Any *private passenger automobile* owned by the *named insured*
- [ ] Any *highway vehicle* to which are attached dealer's license plates issued to the *named insured*
- [ ] Any *highway vehicle* designated in the schedule of the policy by the letters "UM" and a *highway vehicle* ownership of which is acquired during the policy period by the *named insured* as a replacement therefor
- [ ] Any *mobile equipment* owned or leased by and registered in the name of the *named insured*
- [ ] .....

I. COVERAGE U — UNINSURED MOTORISTS
(*Damages for Bodily Injury*)

The company will pay all sums which the *insured* or his legal representative shall be legally entitled to recover as damages from the owner or operator of an *uninsured highway vehicle* because of *bodily injury* sustained by the *insured*, caused by accident and arising out of the ownership, maintenance or use of such *uninsured highway vehicle;* provided, for the purposes of this coverage, determination as to whether the *insured* or such representative is legally entitled to recover such damages, and if so the amount thereof, shall be made by agreement between the *insured* or such representative and the company or, if they fail to agree, by arbitration.

No judgment against any person or organization alleged to be legally responsible for the *bodily injury* shall be conclusive, as between the *insured* and the company, of the issues of liability of such person or organization or of the amount of damages to which the *insured* is legally entitled unless such judgment is entered pursuant to an action prosecuted by the *insured* with the written consent of the company.

Exclusions

This insurance does not apply:

(a) to *bodily injury* to an *insured* with respect to which such *insured*, his legal representative or any person entitled to payment under this insurance shall, without written consent of the company, make any settlement with any person or organization who may be legally liable therefor;

(b) to *bodily injury* to an *insured* while *occupying* a *highway vehicle* (other than an *insured highway vehicle*) owned by the *named insured*, any *designated insured* or any relative resident in the same household as the *named* or *designated insured*, or through being struck by such a vehicle, but this exclusion does not apply to the *named insured* or his relatives while *occupying* or if struck by a *highway vehicle* owned by a *designated insured* or his relatives;

(c) so as to inure directly or indirectly to the benefit of any workmen's compensation or disability benefits carrier or any person or organization qualifying as a self-insurer under any workmen's compensation or disability benefits law or any similar law.

II. PERSONS INSURED

Each of the following is an *insured* under this insurance to the extent set forth below:

(a) the *named insured* and any *designated insured* and, while residents of the same household, the spouse and relatives of either;

(b) any other person while *occupying* an *insured highway vehicle;* and

(c) any person, with respect to damages he is entitled to recover because of *bodily injury* to which this insurance applies sustained by an *insured* under (a) or (b) above.

The insurance applies separately with respect to each *insured*, except with respect to the limits of the company's liability.

The conditions and provisions printed on pages UM-2 and UM-3 of this form are hereby referred to and made a part hereof.

This Coverage Part shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this Coverage Part takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this Coverage Part.

Countersigned by .....
Authorized Agent

E. Other Insurance.

With respect to *bodily injury* to an *insured* while *occupying* a *highway vehicle* not owned by the *named insured*, this insurance shall apply only as excess insurance over any other similar insurance available to such *insured* and applicable to such vehicle as primary insurance, and this insurance shall then apply only in the amount by which the limit of liability for this coverage exceeds the applicable limit of liability of such other insurance.

Except as provided in the foregoing paragraph, if the *insured* has other similar insurance available to him and applicable to the accident, the damages shall be deemed not to exceed the higher of the applicable limits of liability of this insurance and such other insurance, and the company shall not be liable for a greater proportion of any loss to which this coverage applies than the limit of liability hereunder bears to the sum of the applicable limits of liability of this insurance and such other insurance.

F. Arbitration.

If any person making claim hereunder and the company do not agree that such person is legally entitled to recover damages from the owner or operator of an *uninsured highway vehicle* because of *bodily injury* to the *insured*, or do not agree as to the amount of payment which may be owing under this insurance, then, upon written demand of either, the matter or matters upon which such person and the company do not agree shall be settled by arbitration, which shall be conducted in accordance with the rules of the American Arbitration Association unless other means of conducting the arbitration are agreed to between the *insured* and the company, and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. Such person and the company each agree to consider itself bound and to be bound by any award made by the arbitrators pursuant to this insurance.

G. Trust Agreement.

In the event of payment to any person under this insurance:

(a) the company shall be entitled to the extent of such payment to the proceeds of any settlement or judgment that may result from the exercise of any rights of recovery of such person against any person or organization legally responsible for the *bodily injury* because of which such payment is made;

(b) such person shall hold in trust for the benefit of the company all rights of recovery which he shall have against such other person or organization because of the damages which are the subject of claim made under this insurance;

(c) such person shall do whatever is proper to secure and shall do nothing after loss to prejudice such rights;

(d) if requested in writing by the company, such person shall take, through any representative designated by the company, such action as may be necessary or appropriate to recover such payment as damages from such other person or organization, such action to be taken in the name of such person; in the event of a recovery, the company shall be reimbursed out of such recovery for expenses, costs and attorneys' fees incurred by it in connection therewith;

(e) such person shall execute and deliver to the company such instruments and papers as may be appropriate to secure the rights and obligations of such person and the company established by this provision.

H. Payment of Loss by the Company.

Any amount due hereunder is payable

(a) to the *insured*, or

(b) if the *insured* be a minor to his parent or guardian, or

(c) if the *insured* be deceased to his surviving spouse, otherwise

(d) to a person authorized by law to receive such payment or to a person legally entitled to recover the damages which the payment represents;

provided, the company may at its option pay any amount due hereunder in accordance with division (d) hereof.

Protection Against

UNINSURED MOTORISTS INSURANCE

COVERAGE PART

THE HARTFORD INSURANCE GROUP
HARTFORD CONNECTICUT

E2

10 C 653293E

This Coverage Part forms a part of Policy No. ..... issued by THE HARTFORD INSURANCE GROUP Company designated therein, and takes effect as of the effective date of said policy unless otherwise stated herein.

(For use only if this Coverage Part is effective after the effective date of the Policy)
This Coverage Part is effective ..... (at the hour stated in the policy) and forms **a part of the above designated policy issued to** .....

The Company, in consideration of the payment of the premium and subject to all of the provisions of the policy not expressly modified herein, agrees with the *named insured* as follows:

SCHEDULE

The insurance afforded is only with respect to such of the following coverages as are indicated by specific premium charge or charges. The limit of the company's liability against each such coverage shall be as stated herein, subject to all the terms of this policy having reference thereto.

Coverage	Advance Premium	Limits of Liability
U — Uninsured Motorists	$ INCL	$ 10 ,000 each person $ 20 ,000 each accident

Designated Insured:

VEHICLES GARAGED IN ARIZONA NEW YORK AND OREGON PA

Description of *Insured Highway Vehicles*
(Check appropriate box)

☒ Any *automobile* owned by the *named insured*

☐ Any *private passenger automobile* owned by the *named insured*

☐ Any *highway vehicle* to which are attached dealer's license plates issued to the *named insured*

☐ Any *highway vehicle* designated in the schedule of the policy by the letters "UM" and a *highway vehicle* ownership of which is acquired during the policy period by the *named insured* as a replacement therefor

☐ Any *mobile equipment* owned or leased by and registered in the name of the *named insured*

☐ .....

I. COVERAGE U — UNINSURED MOTORISTS
(Damages for Bodily Injury)

The company will pay all sums which the *insured* or his legal representative shall be legally entitled to recover as damages from the owner or operator of an *uninsured highway vehicle* because of *bodily injury* sustained by the *insured*, caused by accident and arising out of the ownership, maintenance or use of such *uninsured highway vehicle;* provided, for the purposes of this coverage, determination as to whether the *insured* or such representative is legally entitled to recover such damages, and if so the amount thereof, shall be made by agreement between the *insured* or such representative and the company or, if they fail to agree, by arbitration.

No judgment against any person or organization alleged to be legally responsible for the *bodily injury* shall be conclusive, as between the *insured* and the company, of the issues of liability of such person or organization or of the amount of damages to which the *insured* is legally entitled unless such judgment is entered pursuant to an action prosecuted by the *insured* with the written consent of the company.

Exclusions

This insurance does not apply:

(a) to *bodily injury* to an *insured* with respect to which such *insured*, his legal representative or any person entitled to payment under this insurance shall, without written consent of the company, make any settlement with any person or organization who may be legally liable therefor;

(b) to *bodily injury* to an *insured* while *occupying* a *highway vehicle* (other than an *insured highway vehicle*) owned by the *named insured*, any *designated insured* or any relative resident in the same household as the *named* or *designated insured*, or through being struck by such a vehicle, but this exclusion does not apply to the *named insured* or his relatives while *occupying* or if struck by a *highway vehicle* owned by a *designated insured* or his relatives;

(c) so as to inure directly or indirectly to the benefit of any workmen's compensation or disability benefits carrier or any person or organization qualifying as a self-insurer under any workmen's compensation or disability benefits law or any similar law.

II. PERSONS INSURED

Each of the following is an *insured* under this insurance to the extent set forth below:

(a) the *named insured* and any *designated insured* and, while residents of the same household, the spouse and relatives of either;

(b) any other person while *occupying* an *insured highway vehicle;* and

(c) any person, with respect to damages he is entitled to recover because of *bodily injury* to which this insurance applies sustained by an *insured* under (a) or (b) above.

The insurance applies separately with respect to each *insured*, except with respect to the limits of the company's liability.

The conditions and provisions printed on page UM-2 and UM-3 of this form are hereby referred to and made a part hereof.

This Coverage Part shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this Coverage Part takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this Coverage Part.

Countersigned by ..... *Authorized Agent*

E. Other Insurance.

With respect to *bodily injury* to an *insured* while *occupying* a *highway vehicle* not owned by the *named insured*, this insurance shall apply only as excess insurance over any other similar insurance available to such *insured* and applicable to such vehicle as primary insurance, and this insurance shall then apply only in the amount by which the limit of liability for this coverage exceeds the applicable limit of liability of such other insurance.

Except as provided in the foregoing paragraph, if the *insured* has other similar insurance available to him and applicable to the accident, the damages shall be deemed not to exceed the higher of the applicable limits of liability of this insurance and such other insurance, and the company shall not be liable for a greater proportion of any loss to which this coverage applies than the limit of liability hereunder bears to the sum of the applicable limits of liability of this insurance and such other insurance.

F. Arbitration.

If any person making claim hereunder and the company do not agree that such person is legally entitled to recover damages from the owner or operator of an *uninsured highway vehicle* because of *bodily injury* to the *insured*, or do not agree as to the amount of payment which may be owing under this insurance, then, upon written demand of either, the matter or matters upon which such person and the company do not agree shall be settled by arbitration, which shall be conducted in accordance with the rules of the American Arbitration Association unless other means of conducting the arbitration are agreed to between the *insured* and the company, and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. Such person and the company each agree to consider itself bound and to be bound by any award made by the arbitrators pursuant to this insurance.

G. Trust Agreement.

In the event of payment to any person under this insurance:

(a) the company shall be entitled to the extent of such payment to the proceeds of any settlement or judgment that may result from the exercise of any rights of recovery of such person against any person or organization legally responsible for the *bodily injury* because of which such payment is made;

(b) such person shall hold in trust for the benefit of the company all rights of recovery which he shall have against such other person or organization because of the damages which are the subject of claim made under this insurance;

(c) such person shall do whatever is proper to secure and shall do nothing after loss to prejudice such rights;

(d) if requested in writing by the company, such person shall take, through any representative designated by the company, such action as may be necessary or appropriate to recover such payment as damages from such other person or organization, such action to be taken in the name of such person; in the event of a recovery, the company shall be reimbursed out of such recovery for expenses, costs and attorneys' fees incurred by it in connection therewith;

(e) such person shall execute and deliver to the company such instruments and papers as may be appropriate to secure the rights and obligations of such person and the company established by this provision.

H. Payment of Loss by the Company.

Any amount due hereunder is payable

(a) to the *insured*, or

(b) if the *insured* be a minor to his parent or guardian, or

(c) if the *insured* be deceased to his surviving spouse, otherwise

(d) to a person authorized by law to receive such payment or to a person legally entitled to recover the damages which the payment represents;

provided, the company may at its option pay any amount due hereunder in accordance with division (d) hereof.

Protection Against

UNINSURED MOTORISTS INSURANCE

COVERAGE PART

THE HARTFORD INSURANCE GROUP
HARTFORD CONNECTICUT

E24

10 C 653293E

This Coverage Part forms a part of Policy No. ..... issued by THE HARTFORD INSURANCE GROUP Company designated therein, and takes effect as of the effective date of said policy unless otherwise stated herein.

(For use only if this Coverage Part is effective after the effective date of the Policy)

This Coverage Part is effective ..... (at the hour stated in the policy) and forms a part of the above designated policy issued to .....

The Company, in consideration of the payment of the premium and subject to all of the provisions of the policy not expressly modified herein, agrees with the *named insured* as follows:

SCHEDULE

The insurance afforded is only with respect to such of the following coverages as are indicated by specific premium charge or charges. The limit of the company's liability against each such coverage shall be as stated herein, subject to all the terms of this policy having reference thereto.

Coverage	Advance Premium	Limits of Liability	
U — Uninsured Motorists	$ INCLUDED	$ 15	,000 each person
		$ 30	,000 each accident

Designated Insured:

VEHICLES GARAGED IN NEVADA

Description of *Insured Highway Vehicles*
(Check appropriate box)

- [x] Any *automobile* owned by the *named insured*
- [ ] Any *private passenger automobile* owned by the *named insured*
- [ ] Any *highway vehicle* to which are attached dealer's license plates issued to the *named insured*
- [ ] Any *highway vehicle* designated in the schedule of the policy by the letters "UM" and a *highway vehicle* ownership of which is acquired during the policy period by the *named insured* as a replacement therefor
- [ ] Any *mobile equipment* owned or leased by and registered in the name of the *named insured*
- [ ] .....

I. COVERAGE U — UNINSURED MOTORISTS
(*Damages for Bodily Injury*)

The company will pay all sums which the *insured* or his legal representative shall be legally entitled to recover as damages from the owner or operator of an *uninsured highway vehicle* because of *bodily injury* sustained by the *insured*, caused by accident and arising out of the ownership, maintenance or use of such *uninsured highway vehicle;* provided, for the purposes of this coverage, determination as to whether the *insured* or such representative is legally entitled to recover such damages, and if so the amount thereof, shall be made by agreement between the *insured* or such representative and the company or, if they fail to agree, by arbitration.

No judgment against any person or organization alleged to be legally responsible for the *bodily injury* shall be conclusive, as between the *insured* and the company, of the issues of liability of such person or organization or of the amount of damages to which the *insured* is legally entitled unless such judgment is entered pursuant to an action prosecuted by the *insured* with the written consent of the company.

Exclusions

This insurance does not apply:

(a) to *bodily injury* to an *insured* with respect to which such *insured*, his legal representative or any person entitled to payment under this insurance shall, without written consent of the company, make any settlement with any person or organization who may be legally liable therefor;

(b) to *bodily injury* to an *insured* while *occupying* a *highway vehicle* (other than an *insured highway vehicle*) owned by the *named insured*, any *designated insured* or any relative resident in the same household as the *named* or *designated insured*, or through being struck by such a vehicle, but this exclusion does not apply to the *named insured* or his relatives while *occupying* or if struck by a *highway vehicle* owned by a *designated insured* or his relatives;

(c) so as to inure directly or indirectly to the benefit of any workmen's compensation or disability benefits carrier or any person or organization qualifying as a self-insurer under any workmen's compensation or disability benefits law or any similar law.

II. PERSONS INSURED

Each of the following is an *insured* under this insurance to the extent set forth below:

(a) the *named insured* and any *designated insured* and, while residents of the same household, the spouse and relatives of either;

(b) any other person while *occupying* an *insured highway vehicle;* and

(c) any person, with respect to damages he is entitled to recover because of *bodily injury* to which this insurance applies sustained by an *insured* under (a) or (b) above.

The insurance applies separately with respect to each *insured*, except with respect to the limits of the company's liability.

The conditions and provisions printed on pages UM-2 and UM-3 of this form are hereby referred to and made a part hereof.

This Coverage Part shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this Coverage Part takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this Coverage Part.

Countersigned by ..... *Authorized Agent*

UNINSURED MOTORISTS INSURANCE

COVERAGE PART

(*Continued*)

E. Other Insurance.

With respect to *bodily injury* to an *insured* while *occupying* a *highway vehicle* not owned by the *named insured*, this insurance shall apply only as excess insurance over any other similar insurance available to such *insured* and applicable to such vehicle as primary insurance, and this insurance shall then apply only in the amount by which the limit of liability for this coverage exceeds the applicable limit of liability of such other insurance.

Except as provided in the foregoing paragraph, if the *insured* has other similar insurance available to him and applicable to the accident, the damages shall be deemed not to exceed the higher of the applicable limits of liability of this insurance and such other insurance, and the company shall not be liable for a greater proportion of any loss to which this coverage applies than the limit of liability hereunder bears to the sum of the applicable limits of liability of this insurance and such other insurance.

F. Arbitration.

If any person making claim hereunder and the company do not agree that such person is legally entitled to recover damages from the owner or operator of an *uninsured highway vehicle* because of *bodily injury* to the *insured*, or do not agree as to the amount of payment which may be owing under this insurance, then, upon written demand of either, the matter or matters upon which such person and the company do not agree shall be settled by arbitration, which shall be conducted in accordance with the rules of the American Arbitration Association unless other means of conducting the arbitration are agreed to between the *insured* and the company, and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. Such person and the company each agree to consider itself bound and to be bound by any award made by the arbitrators pursuant to this insurance.

G. Trust Agreement.

In the event of payment to any person under this insurance:

(a) the company shall be entitled to the extent of such payment to the proceeds of any settlement or judgment that may result from the exercise of any rights of recovery of such person against any person or organization legally responsible for the *bodily injury* because of which such payment is made;

(b) such person shall hold in trust for the benefit of the company all rights of recovery which he shall have against such other person or organization because of the damages which are the subject of claim made under this insurance;

(c) such person shall do whatever is proper to secure and shall do nothing after loss to prejudice such rights;

(d) if requested in writing by the company, such person shall take, through any representative designated by the company, such action as may be necessary or appropriate to recover such payment as damages from such other person or organization, such action to be taken in the name of such person; in the event of a recovery, the company shall be reimbursed out of such recovery for expenses, costs and attorneys' fees incurred by it in connection therewith;

(e) such person shall execute and deliver to the company such instruments and papers as may be appropriate to secure the rights and obligations of such person and the company established by this provision.

H. Payment of Loss by the Company.

Any amount due hereunder is payable

(a) to the *insured*, or

(b) if the *insured* be a minor to his parent or guardian, or

(c) if the *insured* be deceased to his surviving spouse, otherwise

(d) to a person authorized by law to receive such payment or to a person legally entitled to recover the damages which the payment represents;

provided, the company may at its option pay any amount due hereunder in accordance with division (d) hereof.

Protection Against

UNINSURED MOTORISTS INSURANCE COVERAGE PART

E26

THE HARTFORD INSURANCE GROUP
HARTFORD, CONNECTICUT

This Coverage Part forms a part of Policy No. 10 C 653293E issued by THE HARTFORD INSURANCE GROUP Company designated therein, and takes effect as of the effective date of said policy unless otherwise stated herein.

(For use only if this Coverage Part is effective after the effective date of the Policy)

This Coverage Part is effective ..... (at the hour stated in the policy) and forms a part of the above designated policy issued to .....

The Company, in consideration of the payment of the premium and subject to all of the provisions of the policy not expressly modified herein, agrees with the *named insured* as follows:

SCHEDULE

The insurance afforded is only with respect to such of the following coverages as are indicated by specific premium charge or charges. The limit of the company's liability against each such coverage shall be as stated herein, subject to all the terms of this policy having reference thereto.

Coverage	Advance Premium	Limits of Liability
U — Uninsured Motorists	$ INCLUDED	$ 10 ,000 each person $ 20 ,000 each accident

Designated Insured:

VEHICLES GARAGED IN TEXAS

Description of *Insured Highway Vehicles*
(Check appropriate box)

- [x] Any *automobile* owned by the *named insured*
- [ ] Any *private passenger automobile* owned by the *named insured*
- [ ] Any *highway vehicle* to which are attached dealer's license plates issued to the *named insured*
- [ ] Any *highway vehicle* designated in the schedule of the policy by the letters "UM" and a *highway vehicle* ownership of which is acquired during the policy period by the *named insured* as a replacement therefor
- [ ] Any *mobile equipment* owned or leased by and registered in the name of the *named insured*
- [ ] .....

I. COVERAGE U — UNINSURED MOTORISTS

(*Damages* for *Bodily Injury*)

The company will pay all sums which the *insured* or his legal representative shall be legally entitled to recover as damages from the owner or operator of an *uninsured highway vehicle* because of *bodily injury* sustained by the *insured*, caused by accident and arising out of the ownership, maintenance or use of such *uninsured highway vehicle;* provided, for the purposes of this coverage, determination as to whether the *insured* or such representative is legally entitled to recover such damages, and if so the amount thereof, shall be made by agreement between the *insured* or such representative and the company or, if they fail to agree, by arbitration.

No judgment against any person or organization alleged to be legally responsible for the *bodily injury* shall be conclusive, as between the *insured* and the company, of the issues of liability of such person or organization or of the amount of damages to which the *insured* is legally entitled unless such judgment is entered pursuant to an action prosecuted by the *insured* with the written consent of the company.

Exclusions

This insurance does not apply:

(a) to *bodily injury* to an *insured* with respect to which such *insured*, his legal representative or any person entitled to payment under this insurance shall, without written consent of the company, make any settlement with any person or organization who may be legally liable therefor;

(b) to *bodily injury* to an *insured* while *occupying* a *highway vehicle* (other than an *insured highway vehicle*) owned by the *named insured*, any *designated insured* or any relative resident in the same household as the *named* or *designated insured*, or through being struck by such a vehicle, but this exclusion does not apply to the *named insured* or his relatives while *occupying* or if struck by a *highway vehicle* owned by a *designated insured* or his relatives;

(c) so as to inure directly or indirectly to the benefit of any workmen's compensation or disability benefits carrier or any person or organization qualifying as a self-insurer under any workmen's compensation or disability benefits law or any similar law.

II. PERSONS INSURED

Each of the following is an *insured* under this insurance to the extent set forth below:

(a) the *named insured* and any *designated insured* and, while residents of the same household, the spouse and relatives of either;

(b) any other person while *occupying* an *insured highway vehicle;* and

(c) any person, with respect to damages he is entitled to recover because of *bodily injury* to which this insurance applies sustained by an *insured* under (a) or (b) above.

The insurance applies separately with respect to each *insured*, except with respect to the limits of the company's liability.

The conditions and provisions printed on pages UM-2 and UM-3 of this form are hereby referred to and made a part hereof.

This Coverage Part shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this Coverage Part takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this Coverage Part.

Countersigned by .....
Authorized Agent

HGP

E. Other Insurance.

With respect to *bodily injury* to an *insured* while *occupying* a *highway vehicle* not owned by the *named insured*, this insurance shall apply only as excess insurance over any other similar insurance available to such *insured* and applicable to such vehicle as primary insurance, and this insurance shall then apply only in the amount by which the limit of liability for this coverage exceeds the applicable limit of liability of such other insurance.

Except as provided in the foregoing paragraph, if the *insured* has other similar insurance available to him and applicable to the accident, the damages shall be deemed not to exceed the higher of the applicable limits of liability of this insurance and such other insurance, and the company shall not be liable for a greater proportion of any loss to which this coverage applies than the limit of liability hereunder bears to the sum of the applicable limits of liability of this insurance and such other insurance.

F. Arbitration.

If any person making claim hereunder and the company do not agree that such person is legally entitled to recover damages from the owner or operator of an *uninsured highway vehicle* because of *bodily injury* to the *insured*, or do not agree as to the amount of payment which may be owing under this insurance, then, upon written demand of either, the matter or matters upon which such person and the company do not agree shall be settled by arbitration, which shall be conducted in accordance with the rules of the American Arbitration Association unless other means of conducting the arbitration are agreed to between the *insured* and the company, and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. Such person and the company each agree to consider itself bound and to be bound by any award made by the arbitrators pursuant to this insurance.

G. Trust Agreement.

In the event of payment to any person under this insurance:

(a) the company shall be entitled to the extent of such payment to the proceeds of any settlement or judgment that may result from the exercise of any rights of recovery of such person against any person or organization legally responsible for the *bodily injury* because of which such payment is made;

(b) such person shall hold in trust for the benefit of the company all rights of recovery which he shall have against such other person or organization because of the damages which are the subject of claim made under this insurance;

(c) such person shall do whatever is proper to secure and shall do nothing after loss to prejudice such rights;

(d) if requested in writing by the company, such person shall take, through any representative designated by the company, such action as may be necessary or appropriate to recover such payment as damages from such other person or organization, such action to be taken in the name of such person; in the event of a recovery, the company shall be reimbursed out of such recovery for expenses, costs and attorneys' fees incurred by it in connection therewith;

(e) such person shall execute and deliver to the company such instruments and papers as may be appropriate to secure the rights and obligations of such person and the company established by this provision.

H. Payment of Loss by the Company.

Any amount due hereunder is payable

(a) to the *insured*, or

(b) if the *insured* be a minor to his parent or guardian, or

(c) if the *insured* be deceased to his surviving spouse, otherwise

(d) to a person authorized by law to receive such payment or to a person legally entitled to recover the damages which the payment represents:

provided, the company may at its option pay any amount due hereunder in accordance with division (d) hereof.

Protecti. n Against

UNINSURED MOTORISTS INSURANCE

COVERAGE PART

E28

THE HARTFORD INSURANCE GROUP
HARTFORD CONNECTICUT

This Coverage Part forms a part of Policy No. 10 C 653293E issued by THE HARTFORD INSURANCE GROUP Company designated therein, and takes effect as of the effective date of said policy unless otherwise stated herein.

(For use only if this Coverage Part is effective after the effective date of the Policy)

This Coverage Part is effective ..... (at the hour stated in the policy) and forms a part of the above designated policy issued to .....

The Company, in consideration of the payment of the premium and subject to all of the provisions of the policy not expressly modified herein, agrees with the *named insured* as follows:

SCHEDULE

The insurance afforded is only with respect to such of the following coverages as are indicated by specific premium charge or charges. The limit of the company's liability against each such coverage shall be as stated herein, subject to all the terms of this policy having reference thereto.

Coverage	Advance Premium	Limits of Liability
U — Uninsured Motorists	$ incl	$ 12,500 ,000 each person
		$ 25 ,000 each accident

Designated Insured:

VEHICLES GARAGED IN OHIO

Description of *Insured Highway Vehicles*
(Check appropriate box)

☐ Any *automobile* owned by the *named insured*

☐ Any *private passenger automobile* owned by the *named insured*

☐ Any *highway vehicle* to which are attached dealer's license plates issued to the *named insured*

☐ Any *highway vehicle* designated in the schedule of the policy by the letters "UM" and a *highway vehicle* ownership of which is acquired during the policy period by the *named insured* as a replacement therefor

☐ Any *mobile equipment* owned or leased by and registered in the name of the *named insured*

☐ .....

I. COVERAGE U — UNINSURED MOTORISTS
(Damages for Bodily Injury)

The company will pay all sums which the *insured* or his legal representative shall be legally entitled to recover as damages from the owner or operator of an *uninsured highway vehicle* because of *bodily injury* sustained by the *insured*, caused by accident and arising out of the ownership, maintenance or use of such *uninsured highway vehicle*; provided, for the purposes of this coverage, determination as to whether the *insured* or such representative is legally entitled to recover such damages, and if so the amount thereof, shall be made by agreement between the *insured* or such representative and the company or, if they fail to agree, by arbitration.

No judgment against any person or organization alleged to be legally responsible for the *bodily injury* shall be conclusive, as between the *insured* and the company, of the issues of liability of such person or organization or of the amount of damages to which the *insured* is legally entitled unless such judgment is entered pursuant to an action prosecuted by the *insured* with the written consent of the company.

Exclusions

This insurance does not apply:

(a) to *bodily injury* to an *insured* with respect to which such *insured*, his legal representative or any person entitled to payment under this insurance shall, without written consent of the company, make any settlement with any person or organization who may be legally liable therefor;

(b) to *bodily injury* to an *insured* while *occupying* a *highway vehicle* (other than an *insured highway vehicle*) owned by the *named insured*, any *designated insured* or any relative resident in the same household as the *named* or *designated insured*, or through being struck by such a vehicle, but this exclusion does not apply to the *named insured* or his relatives while *occupying* or if struck by a *highway vehicle* owned by a *designated insured* or his relatives;

(c) so as to inure directly or indirectly to the benefit of any workmen's compensation or disability benefits carrier or any person or organization qualifying as a self-insurer under any workmen's compensation or disability benefits law or any similar law.

II. PERSONS INSURED

Each of the following is an *insured* under this insurance to the extent set forth below:

(a) the *named insured* and any *designated insured* and, while residents of the same household, the spouse and relatives of either;

(b) any other person while *occupying* an *insured highway vehicle*; and

(c) any person, with respect to damages he is entitled to recover because of *bodily injury* to which this insurance applies sustained by an *insured* under (a) or (b) above.

The insurance applies separately with respect to each *insured*, except with respect to the limits of the company's liability.

The conditions and provisions printed on pages UM-2 and UM-3 of this form are hereby referred to and made a part hereof.

This Coverage Part shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this Coverage Part takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this Coverage Part.

Countersigned by ..... *Authorized Agent*

E. Other Insurance.

With respect to *bodily injury* to an *insured* while *occupying* a *highway vehicle* not owned by the *named insured*, this insurance shall apply only as excess insurance over any other similar insurance available to such *insured* and applicable to such vehicle as primary insurance, and this insurance shall then apply only in the amount by which the limit of liability for this coverage exceeds the applicable limit of liability of such other insurance.

Except as provided in the foregoing paragraph, if the *insured* has other similar insurance available to him and applicable to the accident, the damages shall be deemed not to exceed the higher of the applicable limits of liability of this insurance and such other insurance, and the company shall not be liable for a greater proportion of any loss to which this coverage applies than the limit of liability hereunder bears to the sum of the applicable limits of liability of this insurance and such other insurance.

F. Arbitration.

If any person making claim hereunder and the company do not agree that such person is legally entitled to recover damages from the owner or operator of an *uninsured highway vehicle* because of *bodily injury* to the *insured*, or do not agree as to the amount of payment which may be owing under this insurance, then, upon written demand of either, the matter or matters upon which such person and the company do not agree shall be settled by arbitration, which shall be conducted in accordance with the rules of the American Arbitration Association unless other means of conducting the arbitration are agreed to between the *insured* and the company, and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. Such person and the company each agree to consider itself bound and to be bound by any award made by the arbitrators pursuant to this insurance.

G. Trust Agreement.

In the event of payment to any person under this insurance:

(a) the company shall be entitled to the extent of such payment to the proceeds of any settlement or judgment that may result from the exercise of any rights of recovery of such person against any person or organization legally responsible for the *bodily injury* because of which such payment is made;

(b) such person shall hold in trust for the benefit of the company all rights of recovery which he shall have against such other person or organization because of the damages which are the subject of claim made under this insurance;

(c) such person shall do whatever is proper to secure and shall do nothing after loss to prejudice such rights;

(d) if requested in writing by the company, such person shall take, through any representative designated by the company, such action as may be necessary or appropriate to recover such payment as damages from such other person or organization, such action to be taken in the name of such person; in the event of a recovery, the company shall be reimbursed out of such recovery for expenses, costs and attorneys' fees incurred by it in connection therewith;

(e) such person shall execute and deliver to the company such instruments and papers as may be appropriate to secure the rights and obligations of such person and the company established by this provision.

H. Payment of Loss by the Company.

Any amount due hereunder is payable

(a) to the *insured*, or

(b) if the *insured* be a minor to his parent or guardian, or

(c) if the *insured* be deceased to his surviving spouse, otherwise

(d) to a person authorized by law to receive such payment or to a person legally entitled to recover the damages which the payment represents;

provided, the company may at its option pay any amount due hereunder in accordance with division (d) hereof.

Protection Against

UNINSURED MOTORISTS INSURANCE

COVERAGE PART

THE HARTFORD INSURANCE GROUP
HARTFORD CONNECTICUT

E30

10 C 653293E

This Coverage Part forms a part of Policy No. issued by THE HARTFORD INSURANCE GROUP Company designated therein, and takes effect as of the effective date of said policy unless otherwise stated herein.

(For use only if this Coverage Part is effective after the effective date of the Policy)

This Coverage Part is effective ..... (at the hour stated in the policy) and forms a part of the above designated policy issued to .....

The Company, in consideration of the payment of the premium and subject to all of the provisions of the policy not expressly modified herein, agrees with the *named insured* as follows:

SCHEDULE

The insurance afforded is only with respect to such of the following coverages as are indicated by specific premium charge or charges. The limit of the company's liability against each such coverage shall be as stated herein, subject to all the terms of this policy having reference thereto.

Coverage	Advance Premium	Limits of Liability
U — Uninsured Motorists	$ INCL	$ 10 ,000 each person $ 20 ,000 each accident

Designated Insured:

VEHICLES GARAGED IN MICHIGAN

Description of *Insured Highway Vehicles*
(Check appropriate box)

☐ Any *automobile* owned by the *named insured*

☐ Any *private passenger automobile* owned by the *named insured*

☐ Any *highway vehicle* to which are attached dealer's license plates issued to the *named insured*

☐ Any *highway vehicle* designated in the schedule of the policy by the letters "UM" and a *highway vehicle* ownership of which is acquired during the policy period by the *named insured* as a replacement therefor

☐ Any *mobile equipment* owned or leased by and registered in the name of the *named insured*

☐ .....

I. COVERAGE U — UNINSURED MOTORISTS
(Damages for Bodily Injury)

The company will pay all sums which the *insured* or his legal representative shall be legally entitled to recover as damages from the owner or operator of an *uninsured highway vehicle* because of *bodily injury* sustained by the *insured*, caused by accident and arising out of the ownership, maintenance or use of such *uninsured highway vehicle;* provided, for the purposes of this coverage, determination as to whether the *insured* or such representative is legally entitled to recover such damages, and if so the amount thereof, shall be made by agreement between the *insured* or such representative and the company or, if they fail to agree, by arbitration.

No judgment against any person or organization alleged to be legally responsible for the *bodily injury* shall be conclusive, as between the *insured* and the company, of the issues of liability of such person or organization or of the amount of damages to which the *insured* is legally entitled unless such judgment is entered pursuant to an action prosecuted by the *insured* with the written consent of the company.

Exclusions

This insurance does not apply:

(a) to *bodily injury* to an *insured* with respect to which such *insured*, his legal representative or any person entitled to payment under this insurance shall, without written consent of the company, make any settlement with any person or organization who may be legally liable therefor;

(b) to *bodily injury* to an *insured* while *occupying* a *highway vehicle* (other than an *insured highway vehicle*) owned by the *named insured*, any *designated insured* or any relative resident in the same household as the *named* or *designated insured*, or through being struck by such a vehicle, but this exclusion does not apply to the *named insured* or his relatives while *occupying* or if struck by a *highway vehicle* owned by a *designated insured* or his relatives;

(c) so as to inure directly or indirectly to the benefit of any workmen's compensation or disability benefits carrier or any person or organization qualifying as a self-insurer under any workmen's compensation or disability benefits law or any similar law.

II. PERSONS INSURED

Each of the following is an *insured* under this insurance to the extent set forth below:

(a) the *named insured* and any *designated insured* and, while residents of the same household, the spouse and relatives of either;

(b) any other person while *occupying* an *insured highway vehicle;* and

(c) any person, with respect to damages he is entitled to recover because of *bodily injury* to which this insurance applies sustained by an *insured* under (a) or (b) above.

The insurance applies separately with respect to each *insured*, except with respect to the limits of the company's liability.

The conditions and provisions printed on pages UM-2 and UM-3 of this form are hereby referred to and made a part hereof.

This Coverage Part shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this Coverage Part takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this Coverage Part.

Countersigned by .....
Authorized Agent

E. Other Insurance.

With respect to *bodily injury* to an *insured* while *occupying* a *highway vehicle* not owned by the *named insured*, this insurance shall apply only as excess insurance over any other similar insurance available to such *insured* and applicable to such vehicle as primary insurance, and this insurance shall then apply only in the amount by which the limit of liability for this coverage exceeds the applicable limit of liability of such other insurance.

Except as provided in the foregoing paragraph, if the *insured* has other similar insurance available to him and applicable to the accident, the damages shall be deemed not to exceed the higher of the applicable limits of liability of this insurance and such other insurance, and the company shall not be liable for a greater proportion of any loss to which this coverage applies than the limit of liability hereunder bears to the sum of the applicable limits of liability of this insurance and such other insurance.

F. Arbitration.

If any person making claim hereunder and the company do not agree that such person is legally entitled to recover damages from the owner or operator of an *uninsured highway vehicle* because of *bodily injury* to the *insured*, or do not agree as to the amount of payment which may be owing under this insurance, then, upon written demand of either, the matter or matters upon which such person and the company do not agree shall be settled by arbitration, which shall be conducted in accordance with the rules of the American Arbitration Association unless other means of conducting the arbitration are agreed to between the *insured* and the company, and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. Such person and the company each agree to consider itself bound and to be bound by any award made by the arbitrators pursuant to this insurance.

G. Trust Agreement.

In the event of payment to any person under this insurance:

(a) the company shall be entitled to the extent of such payment to the proceeds of any settlement or judgment that may result from the exercise of any right of recovery of such person against any person or organization legally responsible for the *bodily injury* because of which such payment is made;

(b) such person shall hold in trust for the benefit of the company all rights of recovery which he shall have against such other person or organization because of the damages which are the subject of claim made under this insurance;

(c) such person shall do whatever is proper to secure and shall do nothing after loss to prejudice such rights;

(d) if requested in writing by the company, such person shall take, through any representative designated by the company, such action as may be necessary or appropriate to recover such payment as damages from such other person or organization, such action to be taken in the name of such person; in the event of a recovery, the company shall be reimbursed out of such recovery for expenses, costs and attorneys' fees incurred by it in connection therewith;

(e) such person shall execute and deliver to the company such instruments and papers as may be appropriate to secure the rights and obligations of such person and the company established by this provision.

H. Payment of Loss by the Company.

Any amount due hereunder is payable

(a) to the *insured*, or

(b) if the *insured* be a minor to his parent or guardian, or

(c) if the *insured* be deceased to his surviving spouse, otherwise

(d) to a person authorized by law to receive such payment or to a person legally entitled to recover the damages which the payment represents;

provided, the company may at its option pay any amount due hereunder in accordance with division (d) hereof.

SUPPLEMENTARY COVERAGE ENDORSEMENT
PERSONAL INJURY AND ADDITIONAL INSURED (Employees)

Named Insured and Address

This endorsement forms a part of Policy No. 10 C 653293E issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless another effective date is stated herein.

Effective date 12:01 A. M., standard time at the address of the *named insured* as stated herein.

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COMPREHENSIVE GENERAL LIABILITY INSURANCE
MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE
OWNERS', LANDLORDS' AND TENANTS' LIABILITY INSURANCE

It is agreed that:

1. The "Persons Insured" provision is amended to include as an *insured* any employee of the *named insured* while acting within the scope of his duties as such, but the insurance afforded to such employee does not apply
   a. to *bodily injury* or *personal injury* to (a) another employee of the *named insured* arising out of or in the course of his employment or (b) the *named insured* or, if the *named insured* is a partnership or joint venture, any partner or member thereof;
   b. to *property damage* to property owned, occupied or used by, rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by (a) another employee of the *named insured*, or (b) the *named insured*, or if the *named insured* is a partnership or joint venture, any partner or member thereof

* EXCLUSION (C) SHALL NOT APPLY

It is further agreed that:

1. Such insurance as is afforded under Coverage A with respect to *bodily injury*, is extended to apply to *personal injury* as defined herein, subject to the following additional provisions:
   1. This insurance does not apply
      a. to liability for *personal injury* assumed by the *insured* under any contract or agreement;
      b. to *personal injury* arising out of the wilful violation of a penal statute or ordinance committed by or with the knowledge or consent of any *insured*;
      * c. to *personal injury* sustained by any person as the result of an offense directly or indirectly related to the employment of such person by the *named insured*;
      d. to *personal injury* arising out of libel, slander, defamation, disparagement or violation of an individual's right of privacy, if the first publication or utterance of the same or similar material giving rise to the offense was made prior to the effective date of this insurance;
      e. to *personal injury* arising out of any publication or utterance of defamatory or disparaging material concerning any person, organization or business enterprise, or his or its products or services, made by or at the direction of any *insured* with knowledge of the falsity thereof;
      f. to *personal injury* arising out of any publication or utterance of defamatory or disparaging material or material violating an individual's right of privacy made in the course or related to advertising, broadcasting or telecasting activities conducted by or on behalf of the *named insured*.
   2. When used in reference to this insurance
      a. "personal injury" means:
         1. injury sustained by any person or organization and arising out of a *personal injury offense* committed during the policy period within the *policy territory*.
      b. "personal injury offense" means:
         1. false arrest, detention or imprisonment, or malicious prosecution,
         2. libel, slander, defamation, disparagement or violation of an individual's right of privacy, or
         3. wrongful entry or eviction or other invasion of the right of private occupancy.
   3. The Limits of Liability section is amended in the following respect:

      The total liability of the company for all damages because of all *personal injury* to which this policy applies, shall not exceed the limit of *bodily injury* liability stated in the schedule as applicable to "each occurrence".

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement.

THE HARTFORD INSURANCE GROUP
CONNECTICUT

Countersigned by ..... *Authorized*

EXTENSION SCHEDULE FOR COMPREHENSIVE GENERAL LIABILITY OR MC COVERAGE PARTS

(For use when classification codes shown below include "xcu" hazards.)

10 C 653293E

This schedule forms a part of Policy No. , issued to by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless another effective date is stated herein.

Effective date 12:01 A. M., standard time.

Rating Classifications Entries herein, except as specifically provided elsewhere in this policy, do not modify any of the other provisions of this policy.	Code No.	Premium Bases	Rates		Advance Premiums	
			B. I.	P. D.	B. I.	P. D.
		(c) Remuneration	(c) Per $100 of Remuneration			
(a) Carpentry.	17535					
(b) Carpentry in the construction of detached private residences for occupancy by one or two families and private garages in connection therewith.	15145					
(c) Carpentry in the construction of dwellings not exceeding three stories in height and private garages in connection therewith.	15145					
(d) Cement or Concrete Sidewalk, Driveway, Yard, Airport Runway or Warming Apron Construction.	16135					
(e) Concrete Construction — buildings of concrete block construction.	17741					
(f) Concrete Construction — including foundations, making, setting up or taking down forms, scaffolds, falsework or concrete distributing apparatus.	17745					
(g) Excavation.	15111					
(h) Grading of Land.	07313					
(i) Landscape Gardening.	07311					
(j) Iron or Steel Erection — frame structures, iron work on outside of buildings including erecting or repairing balconies, fire escapes, railings, staircases, coal chutes or fireproof shutters.	17765					
(k) Iron or Steel Erection.	15125					
(l) Masonry.	17425					
(m) Painting, Decorating or Paper Hanging — including shop operations.	17235					
(n) Plumbing — gas, steam, hot water or other pipe fitting — including house connections, shop and retail stores or display rooms.	17185					
(o) Septic Tank Systems installation, maintenance or repair including house connections, shop and retail stores or display rooms.	17181					
(p) Roofing — all kinds — including yard employees.	17625					
(q) Street or Road Paving or Repaving, Surfacing or Resurfacing or Scraping.	16125					
(r) Street or Road Construction or Reconstruction — clearing of right-of-way, excavation, filling or grading, bridge or culvert building.	16115					

THE HARTFORD INSURANCE GROUP
HARTFORD, CONNECTICUT

EXCLUSION

(All Hazards in Connection with Designated Premises)

Named Insured and Address

This endorsement forms a part of Policy No. 10 C 653293E issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless another effective date is stated herein.

Effective date ..... 12:01 A. M., standard time at the address of the *named insured* as stated herein.

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COMPREHENSIVE GENERAL LIABILITY INSURANCE
MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE

It is agreed that the insurance does not apply to *bodily injury* or *property damage* arising out of

(a) the ownership, maintenance or use of the premises designated in this endorsement or of any property located thereon;

(b) operations on such premises or elsewhere which are necessary or incidental to the ownership, maintenance or use of such premises; or

(c) goods or products manufactured at or distributed from such premises.

Description and location of premises:

ALL PREMISES AND OPERATIONS OF
ASSOCIATED METALS AND MINERALS CORP
CANADA LTD
OR ANY OTHER FINANCIALLY CONTROLLED
CANADIAN SUBSIDIARIES AS MAY HEREINAFTER
BE CONSTITUTED.

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement.

THE HARTFORD
INSURANCE GROUP
HARTFORD, CONNECTICUT

Countersigned by .....
Authorized Agent

25. PREMIUM DISCOUNT ENDORSEMENT—TEXAS

E35

AUTOMOBILE LIABILITY INSURANCE

This endorsement forms a part of Policy No. 10 C 653293E issued to ASSOCIATED METALS & MINERALS CORP

by the HARTFORD ACCIDENT AND INDEMNITY COMPANY at its Agency
(Name of Insurance Company)

located (city and state) NEW YORK N Y and is effective from 1 1 75
(12:01 A. M. Standard Time)

(The information above is required only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement forms a part of the policy to which attached, effective from its date of issue unless otherwise stated herein.

It is agreed that the premium pertaining to Texas for Automobile Liability and Medical Payments insurance is subject to discount in accordance with the following procedure:

1. **Texas Automobile Liability Standard Premium.** Such premium pertaining to Texas computed in accordance with the provisions of the policies designated in paragraph 4 hereof, other than this endorsement and exclusive of the application of any retrospective rating plan, shall be known as the Texas Automobile Liability Standard Premium.

2. **Total Standard Premium for All States.** The Automobile Liability and Medical Payments Premium computed in accordance with the provisions of the policies designated in paragraph 4 hereof, other than this endorsement and exclusive of the application of any retrospective rating plan, any Automatic Premium Adjustment Endorsement, any Premium Return Plan Endorsement, or other Premium Discount Endorsement, shall be known as the Total Standard Premium.

3. **Premium Discount—Texas**
   (a) **For policy periods of one year or less**—The Texas Automobile Liability Standard Premium shall be subject to the applicable discount percentages for the Total Standard Premium obtained from the "Table of Texas Premium Discount Percentages (Automobile Liability)" set out on the reverse side hereof.

   (b) **For policy periods of more than one year**—The Texas Automobile Liability Standard Premium for each annual period or portion thereof during the policy period shall be subject to the applicable discount percentages stated in said "Table of Texas Premium Discount Percentages (Automobile Liability)" opposite the Total Standard Premium for the policies for each such period or portion thereof during the policy period.

   (c) If retrospective rating is applicable to a part of the premium pertaining to Texas, the amount of premium discount applicable to the Texas Automobile Liability Standard Premium, exclusive of any premium subject to any Retrospective Rating Plan, shall be the difference between (1) the discount determined by applying to the Texas Automobile Liability Standard Premium the applicable percentages stated in said Table opposite the Total Standard Premium, and (2) the discount determined by applying to that portion of the Texas Automobile Liability Standard Premium which is subject to retrospective rating the applicable percentage stated in said Table opposite so much of the Total Standard Premium as is subject to retrospective rating.

4.

Policy Numbers	Estimated Standard Premium
10 C 653293E	58,144.00
	58,144.00 Total

Applicable premium percentages based on total estimated advance standard premium:

		TEXAS PREMS BI MP & PIP	PD
Taxicabs, Livery, Buses and Long Haul Truckmen	%	4443.00	1969.00
Garage Liability	%	P D 533.00	236.00
All other, including School Buses	%	12.0	

SEE REVERSE SIDE FOR FURTHER PROVISIONS

By [signature]
(Duly Authorized Representative)

FORM 25.— PREMIUM DISCOUNT ENDORSEMENT—TEXAS
Texas Standard Automobile Endorsement
Revised November 1, 1959

(5)

158K. AMENDMENT OF FAMILY PROTECTION COVERAGE, PROTECTION AGAINST UNINSURED MOTORISTS, AND INSURANCE AGAINST UNINSURED MOTORISTS

This endorsement forms a part of Policy No. 10 C 653293E issued to ASSOCIATED METALS & MINERALS CORP

by the HARTFORD ACC & IND CO at its Agency
(Name of Insurance Company)

located (city and state) NEW YORK N Y and is effective from 1 1 75
(12:01 A.M. Standard Time)

(The information above is required only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement forms a part of the policy to which attached, effective from its date of issue unless otherwise stated herein.

It is agreed that:

1. The provision in the "Uninsured Motorists" or "Family Protection" coverage insuring agreement, or Coverage—Uninsured Motorists (Damage for Bodily Injury) agreement is amended to read as follows:

   Provided, for the purposes of this coverage, determination as to whether the insured or such representative is legally entitled to recover such damages, and if so the amount thereof, may be made by agreement between the insured or such representative and the company or, if they fail to agree, by arbitration in accordance with the arbitration provision of this policy, or by judicial determination.

2. The term "uninsured automobile" is changed to "uninsured motor vehicle."

3. The term "uninsured motor vehicle"* includes an automobile** with respect to which there is a bodily injury liability insurance policy applicable at the time of the accident but the company writing the same is or becomes insolvent.

4. The arbitration provision is amended to read as follows:

   "If any person making claim hereunder and the company do not agree that such person is legally entitled to recover damages from the owner or operator of an uninsured motor vehicle because of bodily injury to the insured, or do not agree as to the amount of payment which may be [illegible] under this endorsement, then the matter or matters upon which such person and the company do not agree may, by agreement, be settled by arbi[illegible] in accordance with the rules of the American Arbitration Association, unless other means of conducting the arbitration are agreed to between the insured and the company, and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. Such person and the company each agree to consider itself bound and to be bound by any award made by the arbitrators pursuant to this endorsement."

*The words "uninsured highway vehicle" are substituted for "uninsured motor vehicle," and

**the words "a highway vehicle" are substituted for "an automobile"

when this endorsement is used to amend Protection Against Uninsured Motorists Insurance or Insurance Against Uninsured Motorists afforded under Standard Coverage Part.

By [illegible]
(Duly Authorized Representative)

FORM 158K.—AMENDMENT OF
FAMILY PROTECTION COVERAGE,
PROTECTION AGAINST UNINSURED MOTORISTS, AND
INSURANCE AGAINST UNINSURED MOTORISTS
Texas Standard Automobile Endorsement
Revised March 1, 1971

LIMITS OF LIABILITY

Regardless of the number of persons insured, policies or bonds applicable, vehicles involved or claims made, the total aggregate limit of liability for all benefits of every kind for loss or expense incurred by or on behalf of any one person who sustains bodily injury as the result of any one accident shall not exceed the limit of liability set out in the schedule of this endorsement. If the person receiving payment under this coverage is also making a claim against the insured under bodily injury liability coverage of this policy or against the Company under family protection or uninsured motorists coverage of this policy, such insured and the Company shall be entitled to an offset, credit or deduction against any award made to such guest or passenger in an amount of money equal to the amounts paid by the owner, operator or the Company under "personal injury protection" to such guest or passenger and the bodily injury liability and family protection or uninsured motorists coverages of this policy are hereby amended accordingly; provided, however, nothing herein shall be construed to authorize a direct action against the Company.

DEFINITIONS

"actual income lost" means the difference between the monthly rate of income being earned on the date of accident and income received during the period of disability, measuring income on the date of accident as follows:

(a) if income is a salary or fixed remuneration, by the monthly rate of income being earned on the date of accident;

(b) otherwise, by the average monthly income actually earned during the twelve month period immediately preceding the date of accident, or if the insured has been engaged in his occupation as of the date of accident for a period of less than twelve months, by the average monthly income actually earned during that period;

"benefits for loss of income" means eighty (80%) per cent of actual income lost because of disability resulting from insured bodily injury which prevents the injured person from performing the substantial duties of his usual occupation;

"bodily injury" means bodily injury, sickness, or disease, including death at any time resulting therefrom;

"income" means wages, salary, tips, commissions, professional fees, and other earnings from work or employment;

"income or wage producer" means a person who at the time of an accident was in an occupational status where such person was earning or producing income;

"insured motor vehicle" means an automobile owned or leased by the named insured which is described in the schedule as an insured motor vehicle to which bodily injury liability coverage of the policy applies;

"medical expenses" means expenses for necessary medical, surgical, x ray and dental services, including prosthetic devices, and necessary ambulance, hospital, professional nursing and funeral services;

"member of the insured's household" means a relative of the individual named insured who is a resident of the same household;

"motor vehicle" means an automobile and any other vehicle, including a trailer, operated or designed for operation upon a public road by any power other than animal or muscular power;

"named insured" means the person or organization named in the declarations;

"occupying" means in or upon or entering into or alighting from;

"person" means a natural person and not a corporation, partnership, association or business name.

CONDITIONS

1. **Policy Provisions.** None of the insuring agreements, exclusions or conditions of the policy shall apply to the insurance afforded by this endorsement except the conditions "Notice," "Assistance and Cooperation of the Insured," "Changes," "Assignment," "Cancellation" and "Declarations."

2. **Premium.** If during the policy period the number of insured motor vehicles owned by the named insured or spouse or the number of dealer's license plates issued to the named insured changes, the named insured shall notify the Company during the policy period of any change and the premium shall be adjusted in accordance with the manuals in use by the Company. If the earned premium thus computed exceeds the advance premium paid, the named insured shall pay the excess to the Company; if less, the Company shall return to the named insured the unearned portion paid by such insured.

3. **Proof of Claim and Medical Reports.** As soon as practicable, and no later than six months after the date of accident, the person making claim shall give to the Company written proof of claims, including full particulars of the nature and extent of the injuries and treatment received and contemplated and medical expenses incurred, the nature and extent of actual income lost, all such instruments and papers relating to income as the Company may reasonably require to establish benefits for loss of income, and such other information as may assist the Company in determining the amount due and payable. The injured person shall submit to mental or physical examinations by physicians selected by the Company and at the Company's expense when and as often as the Company may reasonably require and such person or, in the event of disability, incapacity or death, the legal representative, shall upon each request by the Company execute authorization to enable the Company to obtain medical reports and copies of records.

Proof of claim shall be made upon forms furnished by the Company unless the Company shall have failed to furnish such forms within fifteen days after receiving notice of claim. The person making claim shall submit to examination under oath by any person named by the Company, and subscribe the same, as often as may reasonably be required.

4. **Other Insurance.** If there is other personal injury protection insurance against a loss covered by the provisions of this endorsement, the Company shall not be liable under this policy for a greater proportion of such loss than the applicable limit of liability stated in this endorsement bears to the total applicable limit of liability of all valid and collectible personal injury protection insurance; provided, however, the insurance afforded hereunder shall be excess over any other valid and collectible personal injury protection insurance available to the named insured or any member of the insured's household.

5. **Payment of Loss.** Any payment under this coverage, including benefits for loss of income, are payable to the person who is disabled or, if the disabled person is an unemancipated minor, to the parent or guardian who has custody of such minor, within thirty days after satisfactory proof thereof is received by the Company. Subject to proof of claim:

(a) accrued medical expenses and benefits for loss of income are payable every two weeks;

(b) any benefits for a period of less than two weeks for which the Company is liable are payable at termination of the disability period.

6. **Action Against Company.** No action shall lie against the Company unless as a condition precedent thereto there shall have been full compliance with all the terms of the policy and of this endorsement and until thirty days after the required notice of accident and proof of loss have been filed with the Company.

7. **Policy Period, Territory.** This insurance applies only to accidents which occur during the policy period of the policy to which the endorsement is attached, in the United States of America, its territories and possessions, or Canada, or while the motor vehicle is being transported between ports thereof.

By

(Duly Authorized Representative)

241. PERSONAL INJURY PROTECTION ENDORSEMENT

(Basic Automobile Liability Form, Automobile Combination Policy, Comprehensive Automobile Liability Insurance, Garage Insurance)

This endorsement forms a part of Policy No. 10 C 653293E issued to ASSOCIATED METALS & MINERALS CORP

by the HARTFORD ACCIDENT AND INDEMNITY COMPANY at its Agency
(Name of Insurance Company)

located (city and state) NEW YORK N Y and is effective from 1 1 75
(12:01 A.M. Standard Time)

(The information above is required only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement forms a part of the policy to which attached, effective from its date of issue unless otherwise stated herein.

SCHEDULE

Coverage	Limits of Liability	Advance Premium
Personal Injury Protection Coverage	$2500 each person	$ INCL

Description of Insured Motor Vehicles
(Check appropriate block)

- ☐ Any automobile owned by the named insured.
- ☐ Any private passenger automobile owned by the named insured.
- ☐ Any motor vehicle to which are attached dealer's license plates issued to the named insured.
- ☐ Any motor vehicle designated in the Declarations of the policy by the letters P.I.P. and a motor vehicle ownership of which is acquired during the policy period by the named insured as a replacement therefor.
- ☐

In consideration of the premium for this endorsement, the Company agrees with the named insured, subject to all of the provisions of this endorsement and all of the provisions of the policy except as modified herein, as follows:

PERSONAL INJURY PROTECTION

INSURING AGREEMENT

In accordance with the provision of Article 5.06-3 of the Insurance Code of Texas and all Acts amendatory or supplementary thereto, the Company will pay:

(1) the named insured or any member of the insured's household who sustains bodily injury, caused by accident, in a motor vehicle accident, and
(2) any other person who sustains bodily injury, caused by accident,
  (a) while occupying the insured motor vehicle, or
  (b) while using such vehicle with the permission of the named insured, or the spouse of the insured if a resident of the same household.

for losses incurred by such injured person within three years of the date of such accident for:

(1) all reasonable and necessary medical expenses incurred for services furnished, and
(2) (a) if the person sustaining such bodily injury is an income or wage producer at the time of such accident, benefits for loss of income sustained by such person, while living, as a direct and proximate result of such accident, and
  (b) if the person sustaining such bodily injury is not an income or wage producer at the time of such accident, benefits in reimbursement for necessary and reasonable expenses incurred for essential services ordinarily performed by such injured person for the care and maintenance of the family or family household,

during the period of such injured person's disability.

EXCLUSIONS

This insurance does not apply

(a) to any person who,
  (1) intentionally causes the accident resulting in the bodily injury of such person, or
  (2) sustains bodily injury while in the commission of a felony or while seeking to elude lawful apprehension or arrest by a law enforcement official.
(b) to the named insured or any member of the insured's household who sustains bodily injury while occupying or through being struck by a motor vehicle owned by such named insured or any member of the insured's household which is not an insured motor vehicle.

22. COMPREHENSIVE COVERAGE—$50 DEDUCTIBLE

(PRIVATE PASSENGER AUTOMOBILES)

FAMILY, BASIC, COMBINATION

This endorsement forms a part of Policy No. 10 C 653293E issued to ASSOCIATED METALS & MINERALS CORP

by the HARTFORD ACCIDENT AND INDEMNITY COMPANY at its Agency
(Name of Insurance Company)

located (city and state) NEW YORK N Y and is effective from 1 1 75
(12:01 A.M. Standard Time)

(The information above is required only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement forms a part of the policy to which attached, effective from its date of issue unless otherwise stated herein.

It is agreed that under the Comprehensive Coverage, $50 shall be deducted from the amount of each loss as to each automobile, other than loss by (a) fire or lightning, (b) smoke or smudge due to a sudden, unusual and faulty operation of any fixed heating equipment serving the premises in which the automobile is located, or (c) the stranding, sinking, burning, collision or derailment of any conveyance in or upon which the automobile is being transported.

If the policy affords insurance with respect to the Collision Coverage, breakage of glass caused by collision may, if the insured so elects, be treated as covered thereunder, subject to the terms thereof, instead of under the Comprehensive Coverage.

By _____
(Duly Authorized Representative)

FORM 22—COMPREHENSIVE COVERAGE—$50 DEDUCTIBLE (Private Passenger Automobiles)
FAMILY, BASIC, COMBINATION
Texas Standard Automobile Endorsement
Revised August 1, 1963

E40

Named Insured and Address

This endorsement forms a part of Policy No. 10 C 653293E issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless another effective date is stated herein.

Effective date ..... 12:01 A. M., standard time at the address of the *named insured* as stated herein.

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

WAIVER OF SUBROGATION

IT IS AGREED THAT WITH RESPECT TO SUCH INSURANCE AS IS AFFORDED BY THE POLICY THE COMPANY WAIVES ANY RIGHT OF SUBROGATION IT MAY ACQUIRE AGAINST GUY F. ATKINSON CO C H LEAVELL CO OR NOMART DEVELOPMENT CO BY REASON OF ANY PAYMENT MADE ON ACCOUNT OF BODILY INJURY SICKNESS OR DISEASE SUSTAINED BY ANY PERSON OR TO OR DESTRUCTION OF PROPERTY.

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement.

THE HARTFORD INSURANCE GROUP
HARTFORD, CONNECTICUT

Countersigned by ..... *Authorized Agent*

Form AL-8-C B Printed in U.S.A. 10/66 2-80 U

Named Insured and Address

This endorsement forms a part of Policy No. 10 C 653293E issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless another effective date is stated herein.

Effective date ..... 12:01 A. M., standard time at the address of the *named insured* as stated herein.

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

NOTICE OF CANCELLATION

IT IS AGREED THAT IN THE EVENT OF MATERIAL CHANGE IN OR CANCELLATION OF THE POLICY, THIRTY (30) DAYS PRIOR WRITTEN NOTICE THEREOF WILL BE FORWARDED BY REGISTERED MAIL TO:

BOARD OF HARBORS COMMISSIONERS AND

THE CITY ATTORNEY OF THE CITY OF LOS ANGELES.

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement.

THE HARTFORD
INSURANCE GROUP
HARTFORD CONNECTICUT

Countersigned by ..... *Authorized Agent*

Named Insured and Address

This endorsement forms a part of Policy No. 10 C 653293E issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless another effective date is stated herein.

Effective date ..... 12:01 A. M., standard time at the address of the *named insured* as stated herein.

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

NAMED INSURED

IT IS AGREED THAT ITEM #1 NAMED INSURED SHALL READ:-

ALLIED IRON & METAL CORP
ASOMA CORP
ASSOCIATED METALS & MINERALS CORP
ASSOCIATED METALS & MINERALS CORP (L.A.)
ASSOCIATED METALS & MINERALS EXPORT CORP
ASSOCIATED METALS WESTERN HEMISPHERE CORP
AZTEC DEVELOPMENT CORP
FERRIOD CORP
FERRO UNION CORP
GULF CHEMICAL & METALLURGICAL CO
GULF STEEL DIVISION FERRO UNION CORP
MERBAN CORP
SPARTEX METALS INC
TRIANGLE STEEL & SUPPLY CO INC
VALOR METAL CORP
WINTER WOLFF & CO INC

AND ALL OTHER FINANCIALLY CONTROLLED UNITED STATES SUBSIDIARIES AS MAY HEREINAFTER BE CONSTITUTED.

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement.

THE HARTFORD
INSURANCE GROUP
HARTFORD, CONNECTICUT

Countersigned by ..... *Authorized Agent*

E43

4(5)

Named Insured and Address

This endorsement forms a part of Policy No. 10 C 653293E issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless another effective date is stated herein.

Effective date ..... 12:01 A. M., standard time at the address of the *named insured* as stated herein.

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

LIQUOR LIABILITY HOSTS

IT IS AGREED THAT EXCLUSION (H) OF THE

COMPREHENSIVE GENERAL LIABILITY COVERAGE

PART SHALL NOT APPLY.

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement.

THE HARTFORD
INSURANCE GROUP
HARTFORD, CONNECTICUT

Countersigned by .....

Authorized Agent

Form 51-8-0 B Printed in U.S.A. 10/66 NBCU

Named Insured and Address

This endorsement forms a part of Policy No. 10 C 653293E issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless another effective date is stated herein.

Effective date ..... 12:01 A. M., standard time at the address of the *named insured* as stated herein.

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

LOSS PAYEE

IT IS AGREED THAT THE LOSS PAYEES SHALL BE THOSE DESIGNATED ON THE SCHEDULE OF VEHICLES ON FILE WITH THE COMPANY.

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company, provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement.

THE HARTFORD
INSURANCE GROUP
HARTFORD, CONNECTICUT

Countersigned by .....

Authorized Agent

E45

Named Insured and Address

This endorsement forms a part of Policy No. 10 C 653293E issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless another effective date is stated herein.

Effective date ..... 12:01 A. M., standard time at the address of the *named insured* as stated herein.

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

FOREIGN COVERAGE ENDORSEMENT PRODUCTS

IT IS AGREED THAT ITEM #3 OF THE POLICY DEFINITION OF "POLICY TERRITORY" IS AMENDED AS FOLLOWS:

#3) ANYWHERE IN THE WORLD WITH RESPECT TO DAMAGE BECAUSE OF BODILY INJURY OR PROPERTY DAMAGE PROVIDED THAT THE ORIGINAL SUIT FOR SUCH DAMAGES IS BROUGHT WITHIN THE UNITED STATES OF AMERICA ITS TERRITORIES OR POSSESSIONS OR CANADA.

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement.

THE HARTFORD INSURANCE GROUP
HARTFORD CONNECTICUT

Countersigned by .....

Authorized Agent

Form AL-8-0 I Printed in U.S.A. 10/66 N.B.U.

E46

Named Insured and Address

This endorsement forms a part of Policy No. 10 C 653293E issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless another effective date is stated herein.

Effective date ..... 12:01 A. M., standard time at the address of the *named insured* as stated herein.

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

EXCLUSION AUTOMOBILE PHYSICAL DAMAGE

IT IS AGREED THAT SUCH INSURANCE AS IS AFFORDED BY THE AUTOMOBILES PHYSICAL DAMAGE COVERAGE PART SHALL EXCLUDE ALL VEHICLES LEASED FROM:

LEASEWAYS OF ARIZONA

MENKE TRANSPORTATION &

RYDER TRUCK CO

AND ALL COMMERCIAL VEHICLES OWNED BY GULF STEEL DIVISION FERRO UNION CORP THE RADIUS OF OPERATION OF WHICH IS IN EXCESS OF 100 MILES.

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, counter-signature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement.

THE HARTFORD INSURANCE GROUP HARTFORD CONNECTICUT

Countersigned by ..... *Authorized Agent*

Form AL-8-0 B Printed in U. S. A. 10-66 NBCU

E47

Hired Automobiles—Specified Car Basis

THE HARTFORD

Named Insured and Address

This endorsement forms a part of Policy No. 10 C 653293E issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless another effective date is stated herein.

Effective date ..... 12:01 A. M., standard time at the address of the *named insured* as stated herein.

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE
AUTOMOBILE MEDICAL PAYMENTS INSURANCE

Description of Automobile: AUTOMOBILES LEASED FROM CALIFORNIA TRUCK RENTAL GEMWAY CORP LOU GRUB CHEVROLET HUM LEASEWAY OF ARIZONA MENKE TRANSPORTATION, RYDER TRUCK RENTAL DON SANDERSON FORD & UNIVERSAL LEASEWAY.

It is agreed that the insurance with respect to the *hired automobile* described herein or designated in the policy as subject to this endorsement applies, subject to the following additional provisions:

1. The insurance applies to the *named insured*, as rentee of such *automobile*, in the same manner as if he were the owner thereof; and, when used in reference to the insurance afforded by this endorsement, "*named insured*" includes an *individual named insured*.
2. Subject otherwise to the "Persons Insured" provision, the insurance covers as an *insured* the owner, any lessee (of whom the *named insured* is a sub-lessee) and any agent or employee of such owner or lessee, but only while such *automobile* is being used in the business of the *named insured*, or by or on behalf of the *named insured* for personal or pleasure purposes, and subdivision (ii) of the sentence beginning "None of the following is an *insured*:" in such provision is amended accordingly.
3. The insurance applies as primary insurance.

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement.

Countersigned by ..... *Authorized Agent*

A-3157-0 Printed in U.S.A. (ISO CA 09 12) Ed. 1-74

Mandatory Personal Injury Protection Endorsement
(New York)

THE HARTFORD

Named Insured and Address

10 C 6532935

This endorsement forms a part of Policy No.
issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless another effective date is stated herein.

Effective date 12:01 A. M., standard time at the address of the named insured as stated herein.

SCHEDULE

COVERAGE		AUTO NO.	PREMIUMS
MANDATORY PERSONAL INJURY PROTECTION	DEDUCTIBLE $		$ INCLUDED IN COMPOSITE RATE $ $ $ $
	TOTAL PREMIUM $		

The Company agrees with the named insured, as follows:

SECTION I

Mandatory Personal Injury Protection

The Company will pay first party benefits to reimburse for basic economic loss sustained by an eligible injured person on account of personal injuries caused by an accident arising out of the use or operation of a motor vehicle. This coverage applies only to motor vehicle accidents which occur during the policy period and within the State of New York.

First Party Benefits

First party benefits are payments equal to basic economic loss, reduced by the following:

(a) 20 per cent of the eligible injured person's loss of earnings from work to the extent that an eligible injured person's basic economic loss consists of such loss of earnings;

(b) amounts recovered or recoverable by an eligible injured person for any element of basic economic loss under State and Federal laws providing social security disability or workmen's compensation benefits; and

(c) the amount of any applicable deductible, provided that such deductible shall apply to each accident, but only to the total of first party benefits otherwise payable to the named insured and any relative as a result of that accident.

Basic Economic Loss

Basic economic loss shall consist of medical expense, work loss and other expense. Basic economic loss shall not include any loss sustained on account of death. Basic economic loss of each eligible injured person on account of any single accident shall not exceed $50,000.

Medical Expense

Medical expense shall consist of reasonable and necessary expenses for:

(a) medical, hospital, surgical, nursing, dental, ambulance, x-ray, prescription drug and prosthetic services;

(b) psychiatric, physical and occupational therapy and rehabilitation;

(c) any non-medical remedial care and treatment rendered in accordance with a religious method of healing recognized by the laws of New York; and

(d) any other professional health services.

These medical expenses will not be subject to a time limitation, provided that within one year after the date of the accident it is ascertainable that further medical expenses may be sustained as a result of the injury.

Work Loss

Work loss shall consist of the sum of the following losses and expenses, up to $1,000 per month, for a period of three years from the date of the accident:

(a) loss of earnings from work which the eligible injured person would have performed had such person not been injured; and

(b) reasonable and necessary expenses sustained by the eligible injured person in obtaining services in lieu of those which such person would have performed for income.

Other Expenses

Other expenses shall consist of all reasonable and necessary expenses, other than medical expense and work loss, up to $25 per day for a period of one year from the date of the accident causing injury.

Eligible Injured Person

An eligible injured person is:

(a) any person who sustains a personal injury arising out of the use or operation of the insured motor vehicle while not occupying another motor vehicle; or

(b) the named insured or any relative who sustains a personal injury arising out of the use or operation of an uninsured motor vehicle while not occupying another motor vehicle with respect to which the requirements of Article VI or VIII of the New York Vehicle and Traffic Law have been satisfied, provided that:

(i) in the case of a named insured, the uninsured motor vehicle is not owned by the named insured; and

(ii) in the case of a relative, the uninsured motor vehicle is not owned by the named insured or such relative.

Exclusions

This coverage does not apply:

(a) to a personal injury sustained by any person who intentionally causes his own personal injury;

(b) to a personal injury sustained by any person as a result of operating a motor vehicle while in an intoxicated condition or while his ability to operate such vehicle is impaired by the use of a drug (within the meaning of Section 1192 of the New York Vehicle and Traffic Law); or

NEW YORK AUTOMOBILE ACCIDENT INDEMNIFICATION ENDORSEMENT

e company, agrees with the named insured, in consideration of the payment of the premium for this endorsement and subject to all terms of this endorsement:

INSURING AGREEMENTS

Damages for Bodily Injury Caused by Uninsured Automobiles

The company will pay all sums which the insured or his legal representative shall be legally entitled to recover as damages from the owner or operator of an uninsured automobile because of bodily injury, sickness or disease, including death resulting therefrom, hereinafter called "bodily injury", sustained by the insured, caused by or arising out of the ownership, maintenance or use of such uninsured automobile; provided, for the purposes of this endorsement, determination as to whether the insured or such representative is legally entitled to recover such damages, and if so the amount thereof, shall be made by agreement between the insured or such representative and the company or, if they fail to agree, by arbitration.

Definitions

(a) Insured. The unqualified word "insured" means:

(1) the named insured and, while residents of the same household, his spouse and the relatives of either;

(2) any other person while occupying:

(i) an automobile owned by the named insured or, if the named insured is an individual, such spouse and used by or with the permission of either, or

(ii) any other automobile while being operated by the named insured or such spouse,

except a person occupying an automobile not registered in the State of New York, while used as a public or livery conveyance; and

(3) any person, with respect to damages he is entitled to recover because of bodily injury to which this endorsement applies sustained by an insured under (1) or (2) above.

(b) Uninsured Automobile. The term "uninsured automobile" means:

(1) an automobile with respect to the ownership, maintenance or use of which there is, in the amounts specified in the New York Motor Vehicle Financial Security Act, neither (i) cash or securities on deposit with the New York Commissioner of Motor Vehicles nor (ii) a bodily injury liability bond or insurance policy applicable at the time of the accident with respect to any person or organization legally responsible for the use of such automobile, or with respect to which there is a bodily injury liability bond or insurance policy applicable at the time of the accident but the company writing the same disclaims liability or denies coverage thereunder, or

(2) a hit and run automobile as defined;

but the term "uninsured automobile" shall not include:

(i) an automobile owned by the named insured or spouse;

(ii) an automobile which is owned or operated by a self-insurer within the meaning of any motor vehicle financial responsibility law, motor carrier law, or any similar law;

(iii) an automobile which is owned by the United States of America, Canada, a state, a political subdivision of any such government or an agency of any of the foregoing;

(iv) a land motor vehicle or trailer, if operated on rails or crawler treads or while located for use as a residence or premises and not as a vehicle; or

(v) a farm type tractor or equipment designed for use principally off public roads, except while actually upon public roads.

(c) Hit-and-Run Automobile. The term "hit and run automobile" means an automobile which causes bodily injury to an insured arising out of physical contact of such automobile with the insured or with an automobile which the insured is occupying at the time of the accident, provided: (1) there cannot be ascertained the identity of either the operator or the owner of such "hit and run automobile"; (2) the insured or someone on his behalf shall have reported the accident within 24 hours or as soon as reasonably possible to a police, peace or judicial officer or to the Commissioner of Motor Vehicles, and shall have filed with the company within 90 days thereafter a statement under oath that the insured or his legal representative has a cause or causes of action arising out of such accident for damages against a person or persons whose identity is unascertainable, and setting forth the facts in support thereof; and (3) at the request of the company, the insured or his legal representative makes available for inspection the automobile which the insured was occupying at the time of the accident.

(d) Occupying. The word "occupying" means in or upon or entering into or alighting from.

(e) State. The word "state" includes the District of Columbia, a territory or possession of the United States, and a province of Canada.

Territory

This endorsement applies only to accidents which occur within the State of New York.

EXCLUSIONS

e endorsement does not apply:

(a) to any injury to an insured while operating an automobile in violation of an order of suspension or revocation, or to care or loss of services recoverable by an insured because of such bodily injury so sustained;

(b) to any injury to an insured, or care or loss of services recoverable by an insured, with respect to which such insured, his legal representatives or any person entitled to payment under this endorsement shall, without written consent of the company, make any settlement with or prosecute to judgement any action against any person or organization which may be legally liable therefor;

(c) to any benefit directly or indirectly to the benefit of any workmen's compensation or disability benefits carrier or any person or organization qualifying as a self-insurer under any workmen's compensation or disability benefits law or any similar law.

CONDITIONS

Policy Provisions. None of the Insuring Agreements, Exclusions or Conditions of the policy shall apply to the insurance afforded by this endorsement except the Conditions titled "Notice of Accident" and "Declarations".

Premium. If during the policy period the number of automobiles owned by the named insured or spouse and registered in New York or the number of New York dealer's license plates or transmitter plates owned by the named insured changes, the named insured shall notify the company during the policy period of any change and the premium shall be adjusted at the time of such change in accordance with the manuals used by the company. If the premium thus computed exceeds the advance premium paid, the named insured shall pay the excess to the company; if less, the company shall return to the named insured the unearned portion paid by such insured.

Notice and Proof of Claim; Medical Reports. Within 90 days or as soon as practicable, the insured or other person making claim shall give to the company written notice hereunder sufficient to identify the insured.

Sufficient to identify the insured or other person making claim shall give to the company such proof of claim, under oath if required, as shall be reasonably required by the company, including full particulars of the nature and extent of the injuries, treatment and other details pertaining to the claim, including the amount of the claim, payable hereunder. The insured and such other person making claim hereunder shall as may reasonably be required submit to examinations under oath by any person named by the company and subscribe the same, as often as may be reasonably required, upon forms furnished by the company, unless the company shall have failed to furnish such forms within 15 days after receiving notice of claim.

The insured person shall submit to physical examinations by physicians selected by the company when and as the company may reasonably require and he, or in the event of his death his legal representative, or in the event of his death his legal representative or the person or persons entitled to sue therefor, shall upon each request from the company execute authorizations to enable the company to obtain medical reports and copies of records.

California Amendment

THE HARTFORD

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

PROTECTION AGAINST UNINSURED MOTORISTS INSURANCE

It is agreed that:

1. Exclusion (c) is amended to read as follows:

(c) so as to inure directly or indirectly to the benefit of any workmen's compensation or disability benefit carrier or any person or organization qualifying as a self-insurer under any workmen's compensation, disability benefits law or any similar law or directly to the benefit of the United States or any *state* or political subdivision thereof.

2. Subsections (b), (c) and (d) of the provision entitled "Limits of Liability" are replaced by the following:

(b) Any loss payable under the terms of this insurance to or for any person shall be reduced by:

(1) the amount paid and the present value of all amounts payable to him under any workmen's compensation law, exclusive of non-occupational disability benefits;

(2) the amount the *insured* is entitled to recover from any other person insured under the *bodily injury* liability coverage of the policy; and

(3) all sums paid by or on behalf of the owner or operator of the *uninsured highway vehicle* and any other person or organization jointly or severally liable together with such owner or operator for *bodily injury* to an *insured*.

(c) The company shall not be obligated to pay under this insurance that part of the damages, including damages for care and loss of services because of *bodily injury* which the *insured* may be entitled to recover from the owner or operator of an *uninsured highway vehicle* which represents expenses for medical services paid or payable under the Automobile Medical Payments Coverage of the policy.

3. Paragraph (a) of the definition of "*uninsured highway vehicle*" is amended to read as follows:

(a) a *highway vehicle* with respect to the ownership, maintenance or use of which there is, in at least the amounts specified by the financial responsibility law of the *state* in which the *insured highway vehicle* is principally garaged, no *bodily injury* liability bond or insurance policy applicable at the time of the accident with respect to any person or organization legally responsible for the use of such vehicle, or with respect to which there is a *bodily injury* liability bond or insurance policy applicable at the time of the accident but the company writing the same denies coverage thereunder or refuses to admit coverage thereunder except conditionally or with reservation or such company is or becomes insolvent; or

4. The Condition entitled "Other Insurance" is replaced by the following:

Other Insurance

With respect to *bodily injury* to any *insured occupying* a *highway vehicle* (other than a *highway vehicle* which is owned by the *named insured*) to which the *bodily injury* liability coverage of the policy applies, the insurance hereunder shall not apply if the owner of such vehicle has insurance similar to that provided for herein.

Subject to the preceding paragraph, if the *insured* has other similar insurance available to him, any damages, including damages for care and loss of services because of *bodily injury* shall be deemed not to exceed the higher of the applicable limits of the respective coverages and such damages, including damages for care and loss of services because of *bodily injury* shall be pro-rated between such coverages in such proportion as each coverage bears to the total of such limits.

5. The Condition entitled "Arbitration" is amended to read as follows:

Arbitration

If any person making claim hereunder and the company do not agree that such person is legally entitled to recover damages, including damages for care and loss of services because of *bodily injury* from the owner or operator of an *uninsured highway vehicle* because of *bodily injury* to the *insured*, or do not agree as to the amount of payment which may be owing under this insurance, then, upon written demand of either, the matter or matters upon which such person and the company do not agree shall be settled by a single neutral arbitrator, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Such person and the company each agree to consider itself bound and to be bound by any award made by the arbitrator pursuant to this insurance.

6. The Condition entitled "Action Against Company" is amended to read as follows:

Action Against Company

No action shall lie against the company unless as a condition precedent thereto, the *insured* or his legal representative has fully complied with all the terms of this policy nor unless within one year from the date of the accident:

(a) suit for *bodily injury* has been filed against the uninsured motorists in a court of competent jurisdiction, or

(b) agreement as to the amount due under this insurance has been concluded, or

(c) the *insured* or his legal representative has formally instituted arbitration proceedings.

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement forms a part of the policy, issued by THE HARTFORD INSURANCE GROUP company designated therein, which indicates this endorsement forms a part thereof, and takes effect as of the effective date of said policy.

Out-of-State Insurance

THE HARTFORD

It is agreed that, subject to all the provisions of the policy except where modified herein, the following provision is added:

If, under the provisions of the motor vehicle financial responsibility law or the motor vehicle compulsory insurance law or any similar law of any state or province, a non-resident is required to maintain insurance with respect to the operation or use of a motor vehicle in such state or province and such insurance requirements are greater than the insurance provided by the policy, the limits of the company's liability and the kinds of coverage afforded by the policy shall be as set forth in such law, in lieu of the insurance otherwise provided by the policy, but only to the extent required by such law and only with respect to the operation or use of a motor vehicle in such state or province; provided that the insurance under this provision shall be reduced to the extent that there is other valid and collectible insurance under this or any other motor vehicle insurance policy. In no event shall any person be entitled to receive duplicate payments for the same elements of loss.

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement forms a part of the policy, issued by THE HARTFORD INSURANCE GROUP company designated therein, which indicates this endorsement forms a part thereof, and takes effect as of the effective date of said policy.

President

A-3114-0 Printed in U. S. A. (ISO: A979a)

MICHIGAN NO FAULT
INSURANCE ENDORSEMENT

THE HARTFORD

Named Insured and Address

10 C 653293E

This endorsement forms a part of Policy No. ..... issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless another effective date is stated herein.

Effective date ..... 12:01 A.M., standard time at the address of the named insured as stated herein.

SCHEDULE

COVERAGE			Auto No.	PREMIUM	
				Personal Protection	Property Protection
PERSONAL PROTECTION	Limit Per Month $ Wage Loss	Deductible $		$ $ $	$ $ $
PROPERTY PROTECTION				$ $	$ $

INCLUDED IN COMPOSITE RA

TOTAL PREMIUM $

The Company agrees with the named insured, subject to all of the provisions of this endorsement and to all of the provisions of the policy except as modified herein, as follows:

A. MICHIGAN PERSONAL INJURY PROTECTION (PERSONAL PROTECTION INSURANCE)

Section I

Personal Injury Protection Coverage

The Company will pay, in accordance with Chapter 31 of the Michigan Insurance Code, to or on behalf of each eligible injured person or his dependent survivors, personal protection benefits consisting of:

(a) allowable expenses,
(b) work loss, and
(c) survivors' loss

as a result of bodily injury caused by accident and arising out of the ownership, operation, maintenance or use, including loading or unloading, of a motor vehicle as a motor vehicle.

Exclusions

This insurance does not apply

(a) to any benefits any person would otherwise be entitled to receive hereunder for bodily injury intentionally caused by him to himself or to another;

(b) to bodily injury sustained by any person while using a motor vehicle [illegible] unless he reasonably [illegible] was not entitled to take and use such motor vehicle;

(c) [illegible] any person other than the named insured or any relative while not occupying any motor vehicle, [illegible] occurs outside the State of Michigan;

(d) to bodily injury sustained by the named insured while occupying, [illegible] being struck by while not occupying, any motor [illegible] owned by the named insured and which is [illegible] insured motor vehicle;

(e) to bodily injury sustained by any relative while occupying, or [illegible] being struck by while not occupying, any motor vehicle [illegible] such relative is the owner or registrant of such motor vehicle and has failed to maintain security with respect thereto as required by Chapter 31 of the Michigan Insurance Code;

(f) to bodily injury sustained by an owner or registrant of a motor vehicle involved in the accident with respect to which the security [illegible] by Chapter 31 of the Michigan Insurance Code is not [illegible];

(g) to bodily injury sustained by any relative, if such relative is entitled to personal protection benefits as a named insured under the terms of any other policy with respect to such coverage;

(h) to bodily injury sustained by any person, other than the named insured or any relative, if such person is entitled to personal protection benefits as a named insured or relative under the terms of any other policy with respect to such coverage;

(i) to bodily injury sustained by any person, other than the named insured or any relative, while occupying, or through being struck by while not occupying, any motor vehicle, other than an insured motor vehicle, which is being operated by the named insured or relative if the owner or registrant of such motor vehicle has provided security with respect thereto as required by Chapter 31 of the Michigan Insurance Code;

(j) to bodily injury sustained by any person arising out of the ownership, operation, maintenance or use, including loading or unloading, of a parked motor vehicle unless

1. the motor vehicle was parked in such a way as to cause unreasonable risk of the bodily injury which occurred, or
2. such bodily injury was a direct result of physical contact with
   a. equipment permanently mounted on such motor vehicle while such equipment was being operated or used, or
   b. property being lifted onto or lowered from such motor vehicle in the loading or unloading process, or
3. such bodily injury was sustained by a person while occupying such motor vehicle;

(k) to bodily injury sustained by any person while occupying a motor vehicle located for use as residence or premises;

(l) to bodily injury sustained by any person while occupying a taxi or livery conveyance for which security is maintained as required by Chapter 31 of the Michigan Insurance Code or [illegible] conveyance is an insured motor vehicle;

(m) to bodily injury sustained by the named insured or any relative while occupying a motor vehicle owned or registered by the employer of the named insured or such relative for which security is maintained as required by Chapter 31 of the Michigan Insurance Code;

Definitions

When used in reference to this insurance:

"allowable expenses" means reasonable charges incurred for reasonably necessary products, services, and accommodations, for an eligible injured person's care, recovery or rehabilitation, including, but not limited to, expenses for medical, hospital, nursing, x-ray, dental, surgical, ambulance, funeral and burial services and prosthetic devices;

"bodily injury" means accidental bodily injury, sickness or disease, including death resulting therefrom;

"dependent survivors" means

(a) the surviving spouse of the deceased eligible injured person if residing in the same household at the time of death, or if dependent upon the deceased at the time of death, provided that the dependency of such spouse shall terminate upon remarriage or death;

(b) any person who was dependent upon the deceased eligible injured person at the time of such eligible injured person's death, but only while such other person is

1. under the age of 18 years, or
2. physically or mentally incapacitated from earning, or
3. engaged full-time in a formal program of academic or vocational education or training;

"eligible injured person" means

(a) the named insured or any relative who sustains bodily injury in an accident involving a motor vehicle;

(b) any other person who sustains bodily injury

1. while occupying the insured motor vehicle, or
2. while not occupying any motor vehicle as a result of an accident involving the insured motor vehicle, or
3. as the result of an accident involving any other motor vehicle
   (i) which is being operated by the named insured or a relative, and
   (ii) to which the bodily injury liability insurance of the policy applies;

"income" means salary, wages, tips, commissions, fees, and other earnings derived from work or employment;

"insured motor vehicle" means a motor vehicle with respect to which

(a) the bodily injury liability insurance of the policy applies and for which a specific premium is charged, and

(b) the named insured is required to maintain security under Chapter 31 of the Michigan Insurance Code;

"motor vehicle" means a vehicle, including a trailer, operated or designed for operation upon a public highway by power other than muscular power which has more than two wheels.

"named insured" means the person or organization named in the declarations;

"occupying" means in or upon or entering into or alighting from;

"relative" means a person related to the named insured by blood, marriage or adoption (including a ward or foster child) who is a resident of the same household as the named insured;

"survivors' loss" means loss sustained during the first 3 years after the date of the accident by dependent survivors because of the death of an eligible injured person and consisting of

(a) contributions of tangible things of economic value, not including services, that such dependent survivors would have received for support during their dependency from the deceased had he not sustained the bodily injury causing death, and

(b) expenses reasonably incurred by such dependent survivors during their dependency in obtaining ordinary and necessary services in lieu of those that the deceased person would have performed for their benefit had he not sustained the bodily injury causing death;

"work loss" means loss sustained during the first 3 years after the date of the accident consisting of

(a) loss of income the eligible injured person would have earned had he not sustained bodily injury, and

(b) reasonable expenses incurred in obtaining ordinary and necessary services from others in lieu of those services that, had he not sustained bodily injury, the eligible injured person would have performed not for income but for the benefit of himself or his dependent,

but work loss does not include any loss after the date on which the eligible injured person dies.

Policy Period: Territory

This insurance applies only to accidents which occur during the policy period and within the United States of America, its territories or possessions, or Canada.

Limits of Liability

Regardless of the number of persons insured, policies or bonds applicable, claims made, or insured motor vehicles to which this insurance applies, the Company's liability for personal protection benefits to or on behalf of any one person who sustains bodily injury in any one motor vehicle accident is limited as follows:

1. allowable expenses shall not include charges for a hospital room in excess of a reasonable and customary charge for semi-private accommodations except when the eligible injured person requires special or intensive care;
2. the maximum amount payable for funeral and burial expenses shall not exceed $1,000;
3. the maximum amount payable for all work loss sustained in any single 30 day period, and any income earned from work performed by the eligible injured person within the same 30 day period, together shall not exceed the amount stated in the schedule of this endorsement or such other greater amount as is established and in effect at the time of the motor vehicle accident, under Section 3107B of Chapter 31 of the Michigan Insurance Code, and such amount shall apply pro rata to any lesser period of work loss, provided that
   (a) the maximum amount payable for loss of income because of work loss shall not exceed 85% of such loss of income, unless the eligible injured person presents to the Company reasonable proof of a lower tax advantage in which case a greater percentage value shall apply;
   (b) the maximum amount payable for work loss, other than loss of income, incurred by the eligible injured person shall not exceed $20 per day;
4. the maximum amount payable for survivors' loss, because of the death of an eligible injured person, sustained in any single 30 day period shall not exceed $1,000, provided that the maximum amount payable for survivors' loss because of reasonable expenses incurred by such eligible injured person's dependent survivors shall not exceed $20 per day;
5. any amount payable by the Company under the terms of this insurance shall be reduced by the amount paid, payable or required to be provided under
   (a) the laws of any state or federal government;
   (b) the named insured is required to maintain security under Chapter 31 of the Michigan Insurance Code;

"motor vehicle" means a vehicle, including a trailer, operated or designed for operation upon a public highway by power other than muscular power which has more than two wheels.

"named insured" means the person or organization named in the declarations;

"occupying" means in or upon or entering into or alighting from;

"relative" means a person related to the named insured by blood, marriage or adoption (including a ward or foster child) who is a resident of the same household as the named insured;

"survivors' loss" means loss sustained during the first 3 years after the date of the accident by dependent survivors because of the death of an eligible injured person and consisting of

(a) contributions of tangible things of economic value, not including services, that such dependent survivors would have received for support during their dependency from the deceased had he not sustained the bodily injury causing death, and

(b) expenses reasonably incurred by such dependent survivors during their dependency in obtaining ordinary and necessary services in lieu of those that the deceased person would have performed for their benefit had he not sustained the bodily injury causing death;

"work loss" means loss sustained during the first 3 years after the date of the accident consisting of

(a) loss of income the eligible injured person would have earned had he not sustained bodily injury, and

(b) reasonable expenses incurred in obtaining ordinary and necessary services from others in lieu of those services that, had he not sustained bodily injury, the eligible injured person would have performed not for income but for the benefit of himself or his dependent,

but work loss does not include any loss after the date on which the eligible injured person dies.

Policy Period: Territory

This insurance applies only to accidents which occur during the policy period and within the United States of America, its territories or possessions, or Canada.

Limits of Liability

Regardless of the number of persons insured, policies or bonds applicable, claims made, or insured motor vehicles to which this insurance applies, the Company's liability for personal protection benefits to or on behalf of any one person who sustains bodily injury in any one motor vehicle accident is limited as follows:

1. allowable expenses shall not include charges for a hospital room in excess of a reasonable and customary charge for semi-private accommodations except when the eligible injured person requires special or intensive care;
2. the maximum amount payable for funeral and burial expenses shall not exceed $1,000;
3. the maximum amount payable for all work loss sustained in any single 30 day period, and any income earned from work performed by the eligible injured person within the same 30 day period, together shall not exceed the amount stated in the schedule of this endorsement or such other greater amount as is established and in effect at the time of the motor vehicle accident, under Section 3107B of Chapter 31 of the Michigan Insurance Code, and such amount shall apply pro rata to any lesser period of work loss, provided that
   (a) the maximum amount payable for loss of income because of work loss shall not exceed 85% of such loss of income, unless the eligible injured person presents to the Company reasonable proof of a lower tax advantage in which case a greater percentage value shall apply;
   (b) the maximum amount payable for work loss, other than loss of income, incurred by the eligible injured person shall not exceed $20 per day;
4. the maximum amount payable for survivors' loss, because of the death of an eligible injured person, sustained in any single 30 day period shall not exceed $1,000, provided that the maximum amount payable for survivors' loss because of reasonable expenses incurred by such eligible injured person's dependent survivors shall not exceed $20 per day;
5. any amount payable by the Company under the terms of this insurance shall be reduced by the amount paid, payable or required to be provided under
   (a) the laws of any state or federal government;

(a) any elective deductible set forth in the schedule of this endorsement, provided that such deductible shall apply only to the named insured and any relative.

Conditions

A. **Action Against Company.** No action shall lie against the Company unless, as a condition precedent thereto, there shall have been full compliance with all the terms of this endorsement, provided further that an action for recovery of personal protection benefits payable under this insurance may not be commenced later than 1 year after the date of accident causing the injury unless written notice of injury as provided herein has been given to the Company within 1 year after the accident or unless the Company has previously made a payment of personal protection benefits for the injury. If the notice has been given or a payment has been made, the action may be commenced at any time within 1 year after the most recent allowable expense, work loss or survivors' loss has been incurred. However, the claimant may not recover benefits for any portion of the loss incurred more than 1 year before the date on which the action was commenced.

B. **Medical Reports; Proof of Claim.** As soon as practicable the eligible injured person or someone on his behalf shall give the Company written proof of claim, under oath if required, including full particulars of the nature and extent of the injuries and treatment received and contemplated, and such other information as may assist the Company in determining the amount due and payable. The eligible injured person shall submit to physical or mental examinations by physicians selected by the Company when and as often as the Company may reasonably require.

If requested by the Company, such eligible injured person, someone on his behalf or his employer shall furnish a sworn statement of earnings by such eligible injured person since the date of the accident and for a reasonable time prior to the accident.

C. **Notice.** In the event of an accident, written notice containing particulars sufficient to identify the eligible injured person, and also reasonable obtainable information respecting the time, place, and circumstances of the accident shall be given by or on behalf of each eligible injured person to the Company or any of its authorized agents as soon as practicable.

If any eligible injured person, dependent survivor or the legal representative of either shall institute legal action to recover damages for injury against a person or organization who is or may be liable in tort therefor, a copy of the summons and complaint or other process served in connection with such legal action shall be forwarded as soon as practicable to the Company by such eligible injured person, dependent survivor or legal representative.

D. **Reimbursement and Trust Agreement.** Subject to any applicable limitations set forth in Chapter 31 of the Michigan Insurance Code, in the event of any payment of benefits to any person under this insurance, if such person is legally entitled to recover such benefits

(a) the Company shall be entitled to the extent of such payment to the proceeds of any settlement or judgment that may result from the exercise of any right of recovery of such person against any person or organization legally responsible for the bodily injury because of which such payment is made, and the Company shall have a lien to the extent of such payment, notice of which may be given to the person or organization causing such bodily injury, his agent, his insurer, or a court having jurisdiction in the matter;

(b) such person shall hold in trust for the benefit of the Company all rights of recovery which he shall have against such other person or organization because of such bodily injury;

(c) such person shall do whatever is proper to secure and shall do nothing after loss to prejudice such rights;

(d) such person shall execute and deliver to the Company such instruments and papers as may be appropriate to secure the rights and obligations of such person and the Company established by this provision.

E. **Multiple Policies; Non-Duplication of Benefits.** Regardless of the number of motor vehicles insured or insurers (including self-insurers) providing security in accordance with Chapter 31 of the Michigan Insurance Code, or the provisions of any other law or policy providing for direct benefits without regard to fault for motor or any other vehicle accidents, no person shall recover duplicate benefits for the same expenses or loss, provided that this provision shall not apply when the tort exemption provisions of the Michigan Insurance Code does apply.

If any eligible injured person is entitled to recover benefits under more than one policy, the maximum recovery under all such policies shall not exceed the amount which would have been payable under the provisions of the policy providing the highest dollar limit of benefits payable.

Section II

In consideration of the insurance afforded under Section I of this endorsement and the adjustment of applicable rates:

(a) any amount payable under the Protection Against Uninsured Motorists Coverage shall be reduced by the amount of any personal protection benefits paid or payable under this or any other automobile insurance policy because of bodily injury to an eligible injured person;

(b) any Automobile Medical Payments or Medical Expense Coverage afforded under this policy is deleted except with respect to any vehicle for which security is not required to be maintained by Chapter 31 of the Michigan Insurance Code.

B. MICHIGAN PROPERTY PROTECTION INSURANCE

Property Protection Coverage

The Company will pay, in accordance with Chapter 31 of the Michigan Insurance Code, for damage to tangible property caused by accident and arising out of the ownership, operation, maintenance or use of the insured motor vehicle as a motor vehicle.

Exclusions

This insurance does not apply to damage to

(a) any property while the insured motor vehicle is located for use as a residence or premises;

(b) the property of any person while such person is using the insured motor vehicle without the express or implied consent of the named insured;

(c) any property owned by the named insured or a relative if such named insured or relative is the owner, registrant or operator of a vehicle involved in the motor vehicle accident out of which the property damage arose;

(d) any vehicle or trailer, or the contents of either, operated or designed for operation on a public highway by power other than muscular power, unless such vehicle or trailer is not an insured motor vehicle but is damaged by an insured motor vehicle and is parked in such a way as not to cause unreasonable risk of the damage which occurred;

(e) any property suffered or caused intentionally by the claimant

(f) any property as a result of an accident involving a motor vehicle not owned by the named insured or any relative which is being operated by the named insured or any relative to the extent that security as required under Chapter 31 of the Michigan Insurance Code has been provided by or on behalf of the owner or registrant of such motor vehicle;

(g) any property accepted for transportation by a named insured who is a motor carrier as defined in Chapter 475 of the Michigan Compiled Laws, if a certificate of insurance or other evidence of security has been filed by or on behalf of such motor carrier with any local, state or federal regulatory authority, to the extent that such insurance or other security is provided for such property or would be provided except for the application of a deductible.

Definitions

When used in reference to this insurance;

"damage" means accidental physical injury to or destruction of tangible property including the loss of use of such injured or destroyed property;

"insured motor vehicle" means

(a) a motor vehicle owned by the named insured with respect to which

1. the property damage liability insurance of the policy applies and for which a specific premium is charged, and
2. the named insured is required to maintain security under Chapter 31 of the Michigan Insurance Code, or

(b) a motor vehicle operated by the named insured or any relative which is not owned by such named insured or relative and to which the property damage liability insurance of the policy applies;

"motor vehicle" means a vehicle, including a trailer, operated or designed for operation upon a public highway by power other than muscular power which has more than two wheels;

"named insured" means the person or organization named in the declarations;

"relative" means a person related to the named insured by blood, marriage or adoption (including a ward or foster child) who is a resident of the same household as the named insured.

Policy Period; Territory

This insurance applies only to accidents which occur during the policy period in the State of Michigan.

Limits of Liability

Regardless of the number of persons insured, policies or bonds applicable, claims made, or insured motor vehicles to which this insurance applies, the total limit of the Company's liability under this policy for all damage arising from one accident shall not exceed $1,000,000.

Subject to the foregoing, the Company's liability for property protection benefits shall not exceed the lesser of reasonable repair costs or replacement costs less depreciation and, where applicable, the value of loss of use.

Conditions

1. **Action Against the Company.** No action shall lie against the Company unless, as a condition precedent thereto, there shall have been full compliance with all the terms of this endorsement, provided further that an action for recovery of property protection benefits payable under this insurance may not be commenced later than 1 year after the date of accident.
2. **Notice.** In the event of an accident, written notice containing particulars sufficient to identify the damaged property, and also reasonably obtainable information respecting the time, place, and circumstances of the accident shall be given by or on behalf of the person who sustains loss to the Company or any of its authorized agents as soon as practicable.
3. **Duties in Event of Loss.** In the event of loss
   (a) the property shall be protected and any further loss due to failure to protect shall not be recoverable under this insurance; however, reasonable expenses incurred in affording such protection shall be deemed incurred at the Company's request;
   (b) within a reasonable time after loss, sworn proof of loss in such form and including such information as the Company may reasonably require shall be filed with the Company and, upon the Company's request, the damaged property shall be exhibited and the owner or bailee thereof shall submit to examination under oath.
4. **Reimbursement and Trust Agreement.** Subject to any applicable limitations set forth in Chapter 31 of the Michigan Insurance Code, in the event of any payment to any person under this insurance
   (a) the Company shall be entitled to the extent of such payment to the proceeds of any settlement or judgment that may result from the exercise of any right of recovery of such person against any person or organization legally responsible for the property damage because of which such payment is made, and the Company shall have a lien to the extent of such payment, notice of which may be given to the person or organization causing such property damage, his agent, his insurer, or a court having jurisdiction in the matter;
   (b) such person shall hold in trust for the benefit of the Company all rights of recovery which he shall have against such other person or organization because of such damage;
   (c) such person shall do whatever is proper to secure and shall do nothing after loss to prejudice such rights;
   (d) such person shall execute and deliver to the Company such instruments and papers as may be appropriate to secure the rights and obligations of such person and the Company established by this provision.
5. **Multiple Policies; Non-Duplication of Benefits.** Regardless of the number of motor vehicles insured or insurers (including self-insurers) providing security in accordance with Chapter 31 of the Michigan Insurance Code, or the provisions of any other law providing for direct benefits without regard to fault for motor or any other vehicle accidents, no person shall recover duplicate benefits for the same expenses or loss.

C. MICHIGAN PHYSICAL DAMAGE INSURANCE AMENDMENT

Any Collision Coverage afforded under this policy does not apply to the extent that similar insurance benefits are paid or payable under the Property Protection Insurance as required by Chapter 31 of the Michigan Insurance Code.

D. PREMIUM RECOMPUTATION

The premium for the policy is based on rates which have been reduced in accordance with the provisions of Chapter 31 of the Michigan Insurance Code to reflect the limitations on the right to recover damages imposed by the provisions of Chapter 31. If a court of competent jurisdiction declares or enters a judgment, the effect of which is to render the provisions of Chapter 31 of the Michigan Insurance Code invalid or unenforceable in whole or in part, the Company shall have the right to recompute the premium payable for the policy on the basis of revised rates which are subject to approval by the Commissioner of Insurance.

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement.

Countersigned by _____

Authorized Agent

Nevada Basic Reparation Benefits Endorsement

(Personal Injury Protection)

THE HARTFORD

Named Insured and Address

This endorsement forms a part of Policy No. 10 C 653293E issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless another effective date is stated herein.

Effective date 12:01 A. M., standard time at the address of the named insured as stated herein.

SCHEDULE

COVERAGE		AUTO NO.	PREMIUMS
			$
	DEDUCTIBLE		$
BASIC REPARATION BENEFITS	$		$
(Personal Injury Protection)			$
			$
		TOTAL PREMIUM	$ INCLUDED

The Company agrees with the named insured, subject to all of the provisions of this endorsement and to all of the provisions of the policy except as modified herein, as follows:

SECTION I

A. BASIC REPARATION BENEFITS COVERAGE (Personal Injury Protection Coverage)

The Company will pay, in accordance with the Nevada Motor Vehicle Insurance Act, basic reparation benefits for

1. **medical expenses,**
2. **work loss,**
3. **replacement services loss,**
4. **funeral expenses** and
5. **survivors' loss**

incurred with respect to **bodily injury** sustained by an **eligible injured person** and caused by an accident arising out of the maintenance or use of a **motor vehicle** while it is used as a vehicle.

B. LIMITS OF LIABILITY

Regardless of the number of persons insured, policies or bonds applicable, claims made, or **insured motor vehicles** to which this coverage applies, the Company's liability for all basic reparation benefits with respect to **bodily injury** sustained by any one **eligible injured person** in any one **motor vehicle** accident shall not exceed $10,000 in the aggregate. Subject to such aggregate limit:

1. maximum payment for **medical expenses** shall not exceed a reasonable and customary charge for semi-private accommodations, unless intensive care is medically required;
2. maximum payment for **work loss** shall not exceed $175 per week. Subject to the above maximum amount if such payment or any portion thereof is excludable from gross income for income tax purposes, the maximum amount payable therefor shall not exceed 85% of such excludable amount;
3. maximum payment for **replacement services loss** shall not exceed $18 per day for a period not to extend beyond 104 consecutive weeks from the date of the accident, and such payment is conditioned upon the nonpayment of work loss benefits;
4. maximum payment for **funeral expenses** shall not exceed $1,000;
5. maximum payment for **survivors' loss** shall be $5,000 or the amount the **eligible injured person** would have received from **work loss** benefits for a period of 1 year from the date of the accident if such **eligible injured person** had survived, less expenses the **survivors** avoided by reason of the **eligible injured person's** death, whichever is greater;
6. any amount payable by the Company under the terms of this coverage shall be reduced by
   a) the amount paid, payable or required to be provided on account of such **bodily injury** under social security or any workmen's compensation law; and

C. DEFINITIONS

When used in reference to this coverage:

1. "**bodily injury**" means bodily injury, sickness or disease, including death resulting therefrom;
2. "**commercial motor vehicle**" means a vehicle of a type required to be registered by the laws of Nevada and used or maintained for the transportation of persons for hire, compensation or profit, or designed, used or maintained primarily for transportation of property, and with respect to which security required under the Nevada Motor Vehicle Insurance Act is maintained;
3. "**eligible injured person**" means
   a) the **named insured** or any **relative** who sustains **bodily injury** arising out of the maintenance or use of any **motor vehicle**;
   b) any other person who sustains **bodily injury**
      1. while occupying the **insured motor vehicle**,
      2. while not occupying or operating any **motor vehicle** as a result of an accident arising out of the maintenance or use of the **insured motor vehicle**, or
      3. as a result of an accident arising out of the maintenance or use of any **motor vehicle**, other than the **insured motor vehicle**, while being operated by the **named insured** or any **relative** and to which the bodily injury liability insurance of the policy applies, but not including any person while **occupying** any motor vehicle other than the **motor vehicle** being operated by such **named insured or relative;**
4. "**replacement services loss**" means expenses reasonably incurred during the **eligible injured person's** lifetime in obtaining ordinary and necessary services in lieu of those the **eligible injured person** would have performed, not for income but for the benefit of himself or his family if he had not been injured;
5. "**funeral expenses**" means actual charges for expenses in any way related to funerals, cremation or burial;
6. "**insured motor vehicle**" means a **motor vehicle** with respect to which
   a) the bodily injury liability insurance of the policy applies and for which a **specific premium** is charged, and
   b) the **named insured** is required or has elected to maintain security under the Nevada Motor Vehicle Insurance Act.

7. **"medical expenses" means all reasonable charges incurred for necessary medical services, x-ray, dental and rehabilitative services including but not limited to prosthetic devices, necessary ambulance, hospital and nursing services. Such expenses shall also include necessary remedial treatment and services recognized and permitted under the laws of the state of Nevada for an eligible injured person who relies upon spiritual means, through prayer alone, for healing in accordance with his religious beliefs;**

8. **"motor vehicle" means a motor vehicle as defined in NRS 482.075 which is designed and registered to be operated upon a highway, but shall not include:**
   a) **motorcycles as defined in NRS 482.070,**
   b) **vehicles which are subject to the license fee and registration requirements of the Interstate Highway User Apportionment Act, and which are not based in the State of Nevada;**

9. **"named insured" means the person or organization named in the declarations;**

10. **"occupying" means in or upon, entering into or alighting from;**

11. "relative" means a spouse or any other person related to the named insured by blood, marriage or adoption (including a ward, foster child, or minor in the custody of the named insured or such related person) who is a resident of the same household as the named insured, or who usually makes his home in the same household but temporarily lives elsewhere;

12. "survivor" means a person identified in NRS 12.090 as one entitled to receive benefits by reason of the death of another person;

13. "survivors' loss" means loss of contributions of things of economic value which the survivors would have received from the eligible injured person if he had not suffered the fatal injury;

14. "work loss" means loss of income from work the eligible injured person would have performed during his lifetime had he not been injured and expenses reasonably incurred by him in obtaining services in lieu of those he would have performed for income, reduced by any income for substitute work actually performed by him or by income he would have earned in available appropriate substitute work he was capable of performing but unreasonably failed to undertake.

EXCLUSIONS

1. In order to assure that payment will be made under this policy only according to the priorities established in the Nevada Motor Vehicle Insurance Act, this coverage does not apply to bodily injury sustained by
   a) any person, other than the named insured or any relative, if such person is entitled to basic reparation benefits as a named insured or relative under the terms of any other policy;
   b) any relative, if such relative is entitled to basic reparation benefits as a named insured under the terms of any other policy;
   c) any person, other than the named insured or any relative, arising out of the operation of a motor vehicle other than the insured motor vehicle, by the named insured or relative if the owner of such motor vehicle has security with respect thereto under the Nevada Motor Vehicle Insurance Act;
   d) any person while occupying a motor vehicle, other than the insured motor vehicle, being used in the business of transporting persons or property and for which security is maintained under the Nevada Motor Vehicle Insurance Act;
   e) the named insured or any relative while occupying a motor vehicle, other than the insured motor vehicle furnished by the employer of the named insured or such relative and for which security is maintained under the Nevada Motor Vehicle Insurance Act.

2. In order that proper insurance coverage [illegible] with respect to every motor vehicle [illegible] named insured or any relative, this coverage does not apply to bodily injury sustained by
   a) the named insured or any relative [illegible] maintenance or use of any motor vehicle owned by the named insured, and with respect to which security is required under the Nevada Motor Vehicle Insurance Act is not in effect;
   b) a relative arising out of the maintenance or use of any motor vehicle owned by the relative and with respect to which security under the Nevada Motor Vehicle Insurance Act is not in effect;

3. In accordance with the limitations provided in NRS 690.010, 698.240 and 698.310, this coverage does not apply to bodily injury sustained by
   a) any person if such injury arises from conduct within the course of a business of repairing, servicing or otherwise maintaining vehicles unless such conduct occurs off the business premises;
   b) any person if such injury arises from conduct in the course of loading or unloading any motor vehicle unless the conduct occurs while such person is occupying such motor vehicle;
   c) any person, other than the named insured or any relative, while not occupying an insured motor vehicle, if the accident occurs outside the State of Nevada;
   d) a non-resident of Nevada in an accident which occurs outside the State of Nevada while occupying a commercial motor vehicle;
   e) any person if such person
      1) converts a motor vehicle;
      2) is injured while perpetrating or attempting to perpetrate a felony;
      3) intentionally causes or attempts to cause injury to himself or another person;
      4) is injured while [illegible] cycle;

4. Further, this coverage does not apply to bodily injury sustained by any person
   a) arising out of the maintenance or use of a motor vehicle while located for use as a residence or premises;
   b) resulting from the radioactive, toxic, explosive or other hazardous properties of nuclear material;
   c) due to war, whether or not declared, civil war, insurrection, rebellion or revolution, or to any act or condition incident to any of the foregoing.

E. CONDITIONS

1. **Notice.**
   a) In the event of an accident, written notice containing particulars sufficient to identify the eligible injured person, and also reasonably obtainable information respecting the time, place and circumstances of the accident shall be given by or on behalf of each eligible injured person to the Company or any of its authorized agents as soon as practicable.
   b) If any eligible injured person, his legal representative or his survivors shall institute legal action to recover damages for bodily injury against a person or organization who is or may be liable in tort therefor, a copy of the summons or complaint or other process served in connection with such legal action shall be forwarded as soon as practicable to the Company by such eligible injured person, his legal representative, or his survivors.

2. **Proof of Claim.** As soon as practicable the eligible injured person or someone on his behalf shall give to the Company written proof of claim, under oath if required, including full particulars of the nature and extent of the injuries and treatment received and contemplated, and such other information as may assist the Company in determining the amount due and payable. Subject to any applicable provisions of the Nevada Motor Vehicle Insurance Act the eligible injured person shall submit to physical and mental examinations by physicians selected by the Company when and as often as the Company may reasonably require.

3. **Prompt Payment of Claims.** Payments under this coverage shall be made on a bi-weekly basis as expenses are incurred, after valid proof of loss has been submitted to the Company. If such written proof is not furnished to the Company as to the entire claim, any partial amount shall be paid within 30 days after such written proof is furnished to the Company. Any part or all of the remainder of the claim that is subsequently supported by written proof shall be paid within 30 days after such written proof is furnished to the Company.

4. **Reimbursement and Trust Agreement.** Subject to the provisions of NRS 698.790, in the event of any payment to any person under this coverage:

   a) the Company shall be entitled to the extent of such payment to the proceeds of any settlement or judgment that may result from the exercise of any rights of recovery of such person against any person or organization legally responsible for the bodily injury because of which such payment is made; and the Company shall have a lien to the extent of such payment, notice of which may be given to the person or organization causing such bodily injury, his agent, his insurer or a court having jurisdiction in the matter;

   b) such person shall hold in trust for the benefit of the Company all rights of recovery which he has against such other person or organization because of such bodily injury;

   c) such person shall do whatever is proper to secure such rights and shall do nothing after loss to prejudice such rights;

   d) such person shall execute and deliver to the Company instruments and papers as may be appropriate to secure the rights and obligations of such person and the Company established by this provision.

5. **Subrogation.** Subject to any applicable provisions of the Nevada Motor Vehicle Insurance Act, in the event of any payment under this coverage, the Company is subrogated to the rights of the person to whom or for whose benefit such payments were made, to the extent of such payments, and such person shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. Such person shall do nothing after loss to prejudice such rights.

6. **Non-duplication of Benefits; Other Insurance.** No eligible injured person shall recover duplicate benefits for the same elements of loss under this or any similar automobile insurance including self-insurance. In the event the eligible injured person has other similar automobile insurance including self insurance available and applicable to the accident, the maximum recovery under all such insurance shall not exceed the amount which would have been payable under the provisions of the insurance providing the highest dollar limit, and the Company shall not be liable for a greater proportion of any loss to which this coverage applies than the limit of liability hereunder bears to the sum of the applicable limits of liability of this coverage and such other insurance.

7. **Action Against Company.** No action shall lie against the Company unless, as a condition precedent thereto, there has been full compliance with all the terms of this coverage.

8. This coverage applies only to accidents which occur during the policy period and within the United States of America, its territories or possessions, Mexico or Canada.

SECTION II

In consideration of the coverage afforded under Section I and the adjustment of applicable rates:

1) any amount payable under the Protection Against Uninsured Motorists Coverage shall be reduced by the amount of any basic reparation benefits paid or payable under this or any other automobile insurance policy because of bodily injury sustained by an eligible injured person;

2) any Automobile Medical Payments or Medical Expense Coverage afforded under this policy shall be excess insurance over any other basic reparation benefits paid or payable under this or any other automobile insurance policy because of bodily injury sustained by an eligible injured person.

SECTION III

The premium for the policy is based on rates which have been established in reliance upon the limitations on the right to recover for damages imposed by the provisions of the Nevada Motor Vehicle Insurance Act. In the event a court of competent jurisdiction declares, or enters a judgment the effect of which is to render the provisions of such act invalid or unenforceable in whole or in part, the Company shall have the right to recompute the premium payable for the policy and the provisions of this endorsement shall be subject to amendment at the option of the Company.

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement.

Countersigned by _____ Authorized Agent

AUTOMOBILE

10 C 653293E

PROTECTION AGAINST UNINSURED MOTORISTS INSURANCE (NEW JERSEY)

This endorsement forms a part of the policy issued by THE HARTFORD INSURANCE GROUP company designated therein, which indicates this endorsement forms a part thereof, and takes effect as of the effective date of said policy.

SCHEDULE

Designated Insured	Advance Premium	Limits of Liability	
	Included	Bodily Injury Liability:	15 thousand dollars each person 30 thousand dollars each accident
		Property Damage Liability:	5 thousand dollars each accident

Description of Insured Highway Vehicles:

An insured highway vehicle is any highway vehicle registered or principally garaged in New Jersey (1) which is designated by ☒ below or (2) if no ☒ is entered below, which is an owned automobile under Section I of the policy.

- ☐ A private passenger automobile owned by the named insured
- ☒ Owned by the named insured
- ☐ Designated in the declarations of the policy by the letters "UM" and any highway vehicle of the same type ownership of which is acquired during the policy period by the named insured as a replacement therefor
- ☐ Any mobile equipment owned by the named insured
- ☐ .....

In consideration of the payment of premium and subject to all of the provisions of this endorsement and to the applicable provisions of the policy, the company agrees with the named insured as follows:

I. UNINSURED MOTORISTS COVERAGE

(Damages for Bodily Injury and Property Damage Caused by Uninsured Highway Vehicles)

The company will pay all sums which the insured or his legal representative shall be legally entitled to recover as damages from the owner or operator of an uninsured highway vehicle because of bodily injury or property damage, caused by accident and arising out of the ownership, maintenance or use of such uninsured highway vehicle; provided, for the purposes of this coverage, determination as to whether the insured or such representative is legally entitled to recover such damages, and if so the amount thereof, shall be made by agreement between the insured or such representative and the company or, if they fail to agree, by arbitration.

No judgment against any person or organization alleged to be legally responsible for the bodily injury or property damage shall be conclusive, as between the insured and the company, of the issues of liability of such person or organization or of the amount of damages to which the insured is legally entitled unless such judgment is entered pursuant to an action prosecuted by the insured with the written consent of the company.

Exclusions

This insurance does not apply:

(a) to bodily injury or property damage with respect to which the insured, his legal representative or any person entitled to payment under this insurance shall, without written consent of the company, make any settlement with any person or organization who may be legally liable therefor,
(b) to bodily injury to an insured while occupying a highway vehicle (other than an insured highway vehicle) owned by the named insured, any designated insured or any relative resident in the same household as the named or designated insured, or through being struck by such a vehicle, but this exclusion does not apply to the named insured or his relatives while occupying or if struck by a highway vehicle owned by a designated insured or his relatives;
(c) to property contained in or struck by a highway vehicle (other than an insured highway vehicle) owned by the named insured, any designated insured or any relative resident in the same household as the named or designated insured, but this exclusion does not apply to property of the named insured or his relatives while contained in or struck by a highway vehicle owned by a designated insured or his relatives;
(d) so as to inure directly or indirectly to the benefit of any workmen's compensation or disability benefits carrier or any person or organization qualifying as a self-insurer under any workmen's compensation or disability benefits law or any similar law;
(e) to the first $100 of the amount of property damage to the property of each insured as the result of any one accident;
(f) so as to inure directly or indirectly to the benefit of any insurer of property;
(g) to property damage arising out of the ownership, maintenance or use of a hit-and-run vehicle.

PERSONS INSURED

Each of the following is an insured under this insurance to the extent set forth below:

(a) the named insured and any designated insured and, while residents of the same household, the spouse and relatives of either;
(b) any other person while occupying an insured highway vehicle; and
(c) any person, with respect to damages he is entitled to recover because of bodily injury to which this insurance applies sustained by an insured under (a) or (b) above.

The insurance applies separately with respect to each insured, except with respect to the limits of the company's liability.

LIMITS OF LIABILITY

Regardless of the number of insureds under this insurance, the company's liability is limited as follows:

(a) The limit of bodily injury liability stated in the schedule as applicable to "each person" is the limit of the company's liability for all damages because of bodily injury sustained by one person as the result of any one accident and, subject to the above provision respecting "each person", the limit of liability stated in the schedule as applicable to "each accident" is the total limit of the company's liability for all damages because of bodily injury sustained by two or more persons as the result of any one accident.
(b) The limit of property damage liability stated in the schedule is the total limit of the company's liability for all damages because of property damage to all property of one or more insureds as the result of any one accident.
(c) Any amount payable under the terms of this insurance because of bodily injury or property damage sustained in an accident by a person who is an insured shall be reduced by
  (1) all sums paid on account of such bodily injury or property damage by or on behalf of
    (i) the owner or operator of the uninsured highway vehicle and
    (ii) any other person or organization jointly or severally liable together with such owner or operator for such bodily injury or property damage,
  including all sums paid under the bodily injury or property damage liability coverage of the policy, and
  (2) the amount paid and the present value of all amounts payable on account of such bodily injury under any workmen's compensation law, disability benefits law or any similar law.
(d) Any payment made under this insurance to or for any insured shall be applied in reduction of the amount of damages which he may be entitled to recover from any person insured under the bodily injury or property damage liability coverage of the policy.
(e) The company shall not be obligated to pay under this insurance that part of the damages which the insured may be entitled to recover from the owner or operator of an uninsured highway vehicle which represents expenses for medical services paid or payable under the medical payments or medical expense coverage of the policy or which represents loss paid or payable to the insured under any automobile physical damage insurance of the policy.

V. POLICY PERIOD; TERRITORY

This insurance applies only to accidents which occur during the policy period and within the United States of America, its territories or possessions, or Canada.

V. ADDITIONAL DEFINITIONS

When used in reference to this insurance (including endorsements forming a part of the policy):

"bodily injury" means bodily injury, sickness or disease, including death, sustained by an insured under (a) or (b) of the Persons Insured provision;

"designated insured" means an individual named in the schedule under Designated Insured and also includes his spouse, if a resident of the same household;

"highway vehicle" means a land motor vehicle or trailer other than
(a) a farm type tractor or other equipment designed for use principally off public roads, while not upon public roads,
(b) a vehicle operated on rails or crawler-treads, or
(c) a vehicle while located for use as a residence or premises;

"hit-and-run vehicle" means (i) a highway vehicle which causes an accident resulting in bodily injury to an insured arising out of physical contact of such vehicle with the insured or with a vehicle which the insured is occupying at the time of the accident, or (ii) a highway vehicle which without physical contact with the insured or with a vehicle which the insured is occupying at the time of the accident causes bodily injury to an insured arising out of an accident in New Jersey, provided:
(a) there cannot be ascertained the identity of either the operator or owner of such highway vehicle; and
(b) the insured or someone on his behalf shall have reported the accident within 48 hours to a police, peace or judicial officer or to the Commissioner of Motor Vehicles, and shall have filed with the company within 30 days thereafter a statement under oath that the insured or his legal representative has a cause or causes of action arising out of such accident for damages against a person or persons whose identity is unascertainable, and setting forth the facts in support thereof; and
(c) at the company's request, the insured or his legal representative makes available for inspection the vehicle which the insured was occupying at the time of the accident; and
(d) with respect to subdivision (ii) the facts of such accident can be corroborated by competent evidence other than the testimony of any person having a claim under this or any other similar insurance as the result of such accident;

"insured highway vehicle" means a highway vehicle:
(a) described in the schedule as an insured highway vehicle to which the bodily injury and property damage liability coverage of the policy applies;
(b) while temporarily used as a substitute for an insured highway vehicle as described in subparagraph (a) above, when withdrawn from normal use because of its breakdown, repair, servicing, loss or destruction;
(c) while being operated by the named or designated insured or by the spouse of either if a resident of the same household;

but the term "insured highway vehicle" shall not include:
(i) a vehicle while used as a public or livery conveyance, unless such use is specifically declared and described in the policy;
(ii) a vehicle while being used without the permission of the owner;

(iii) under subparagraphs (b) and (c) above, a vehicle owned by the named insured, any designated insured or any resident of the same household as the named or designated insured; or
(iv) under subparagraphs (b) and (c) above, a vehicle furnished for the regular use of the named insured or any resident of the same household;

"named insured" means the individual named in item 1 of the declarations and also includes his spouse, if a resident of the same household;

"occupying" means in or upon or entering into or alighting from;

"property damage" means injury to or destruction of (i) an insured highway vehicle owned by the named insured or his spouse, if a resident of the same household, (ii) any property owned by an insured under (a) or (b) of the Persons Insured provisions while contained in such insured highway vehicle and (iii) any property owned by an insured under (a) of the Persons Insured provision while contained in any insured highway vehicle;

"state" includes the District of Columbia, a territory or possession of the United States, and a province of Canada;

"uninsured highway vehicle" means:
(a) a highway vehicle with respect to the ownership, maintenance or use of which there is, in at least the amounts specified by the financial responsibility law of the state in which the insured highway vehicle is principally garaged, no bodily injury and property damage liability bond or insurance policy applicable at the time of the accident with respect to any person or organization legally responsible for the use of such vehicle, or with respect to which there is a bodily injury and property damage liability bond or insurance policy applicable at the time of the accident but the company writing the same denies coverage thereunder or is or becomes insolvent; or
(b) a hit-and-run vehicle, but only with respect to bodily injury caused thereby;
but the term "uninsured highway vehicle" shall not include:
(i) an insured highway vehicle,
(ii) a highway vehicle which is owned or operated by a self-insurer within the meaning of any motor vehicle financial responsibility law, motor carrier law or any similar law,
(iii) a highway vehicle which is owned by the United States of America, Canada, a state, a political subdivision of any such government or an agency of any of the foregoing.

VI. ADDITIONAL CONDITIONS

A. Policy Provisions.

None of the Insuring Agreements, Exclusions, Conditions or other provisions of the policy shall apply to the insurance afforded by this endorsement except the Conditions "Notice" (or "Notice of Accident" or "Insured's Duties in Event of Occurrence, Claim or Suit"), "Changes," "Assignment," "Cancellation" and "Declarations".

B. Premium.

If during the policy period the number of insured highway vehicles owned by the named insured or spouse or the number of dealer's license plates issued to the named insured changes, the named insured shall notify the company during the policy period of any change and the premium shall be adjusted in accordance with the manuals in use by the company. If the earned premium thus computed exceeds the advance premium paid, the named insured shall pay the excess to the company; if less, the company shall return to the named insured the unearned portion paid by such insured.

C. Proof of Claim.

As soon as practicable, the insured or other person making claim shall give to the company written proof of claim, under oath if required, including full particulars of the nature and extent of the injuries, treatment, and other details entering into the determination of the amount payable hereunder. The insured and every other person making claim hereunder shall submit to examinations under oath by any person named by the company and subscribe the same, as often as may reasonably be required. Proof of claim shall be made upon forms furnished by the company unless the company shall have failed to furnish such forms within 15 days after receiving notice of claim.

The injured person shall submit to physical examinations by physicians selected by the company when and as often as the company may reasonably require and he, or in the event of his incapacity his legal representative, or in the event of his death his legal representative or the person or persons entitled to sue therefor, shall upon each request from the company execute authorization to enable the company to obtain medical reports and copies of records.

The insured or other person making claim for damage to property shall file proof of loss with the company within sixty days after the occurrence of loss, unless such time is extended in writing by the company, in the form of a sworn statement setting forth the interest of the insured and of all others in the property affected, any encumbrances thereon, the actual cash value thereof at time of loss, the amount, place, time and cause of such loss, and the description and amounts of all other insurance covering such property. Upon the company's request, the insured shall exhibit the damaged property to the company.

D. Assistance and Cooperation of the Insured.

After notice of claim under this insurance, the company may require the insured to take such action as may be necessary or appropriate to preserve his right to recover damages from any person or organization alleged to be legally responsible for the bodily injury or property damage; and in any action against the company, the company may require the insured to join such person or organization as a party defendant.

E. Notice of Legal Action.

If, before the company makes payment of loss hereunder, the insured or his legal representative shall institute any legal action for bodily injury or property damage against any person or organization legally responsible for the use of a highway vehicle involved in the accident, a copy of the summons and complaint or other process served in connection with such legal action shall be forwarded immediately to the company by the insured or his legal representative.

. **Other Insurance.**

With respect to bodily injury to [illegible] insured while occupying a highway vehicle not owned by the named insured, this insurance shall apply only [illegible] insurance over any other similar insurance available to such insured and applicable to such vehicle as primary insurance, and this insurance shall then apply only in the amount by which the limit of liability for this coverage exceeds the applicable limit of liability of such other insurance.

Except as provided in the foregoing paragraph, if the insured has other similar insurance available to him and applicable to the accident, the damages shall be deemed not to exceed the higher of the applicable limits of liability of this insurance and such other insurance, and the company shall not be liable for a greater proportion of any loss to which this coverage applies than the limit of liability hereunder bears to the sum of the applicable limits of liability of this insurance and such other insurance.

With respect to property damage, the insurance hereunder shall apply only as excess insurance over any other valid and collectible insurance of any kind applicable to such property damage, and this insurance shall apply only in the amount by which the limit of liability for this coverage exceeds the amount recoverable under such other insurance.

. Arbitration.

If any person making claim hereunder and the company do not agree that such person is legally entitled to recover damages from the owner or operator of an uninsured highway vehicle because of bodily injury or property damage to the insured, or do not agree as to the amount of payment which may be owing under this insurance, then, upon written demand of either, the matter or matters upon which such person and the company do not agree shall be settled by arbitration, which shall be conducted in accordance with the rules of the American Arbitration Association unless other means of conducting the arbitration are agreed to between the insured and the company, and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. Such person and the company each agree to consider itself bound and to be bound by any award made by the arbitrators pursuant to this insurance.

. **Trust Agreement.**

In the event of payment to any person under this insurance:

(a) the company shall be entitled to the extent of such payment to the proceeds of any settlement or judgment that may result from the exercise of any rights of recovery of such person against any person or organization legally responsible for the bodily injury or property damage because of which such payment is made;

(b) such person shall hold in trust for the benefit of the company all rights of recovery which he shall have against such other person or organization because of the damages which are the subject of claim made under this insurance;

(c) such person shall do whatever is proper to secure and shall do nothing after loss to prejudice such rights;

(d) if requested in writing by the company, such person shall take, through any representative designated by the company, such action as may be necessary or appropriate to recover such payment as damages from such other person or organization, such action to be taken in the name of such person; in the event of a recovery, the company shall be reimbursed out of such recovery for expenses, costs and attorneys' fees incurred by it in connection therewith;

(e) such person shall execute and deliver to the company such instruments and papers as may be appropriate to secure the rights and obligations of such person and the company established by this provision.

. **Payment of Loss by the Company.**

Any amount due hereunder is payable

(a) to the insured, or

(b) if the insured be a minor to his parent or guardian, or

(c) if the insured be deceased to his surviving spouse, otherwise

(d) to a person authorized by law to receive such payment or to a person legally entitled to recover the damages which the payment represents;

provided, the company may at its option pay any amount due hereunder in accordance with division (d) hereof.

. **Action Against Company.**

No action shall lie against the company unless, as a condition precedent thereto, the insured or his legal representative has fully complied with all the terms of the policy applicable to this coverage.

X. This endorsement replaces any other provisions of the policy, including any endorsement forming a part thereof, affording similar insurance with respect to any damages arising out of the ownership, maintenance or use of an uninsured vehicle or a hit-and-run vehicle.

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

THE HARTFORD
INSURANCE GROUP
HARTFORD, CONNECTICUT

President

Form A-2993 0 Printed in U.S.A. 11-72 (ISO:A914a)

NEW JERSEY BASIC PERSONAL INJURY PROTECTION

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Named Insured and Address

This endorsement forms a part of Policy No. [illegible] 053293E issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless another effective date is stated herein.

Effective date [illegible] A. M., standard time at the address of the named insured as stated herein

SCHEDULE

COVERAGE	Auto No.	PREMIUMS
BASIC PERSONAL INJURY PROTECTION		$
		$
		$
		$
		$
	TOTAL PREMIUM $	INCL

This endorsement provides coverage as required under the New Jersey Automobile Reparation Reform Act, commonly referred to as the "New Jersey No-Fault Law".

All terms printed in bold face, other than section headings or titles, are defined terms. For a complete understanding of provisions containing these terms refer to the section entitled **"Definitions"**.

The Company agrees with the **named insured**, subject to all of the provisions in this endorsement and to all of the provisions of the policy except as modified herein, as follows:

SECTION I

Basic Personal Injury Protection

The Company will pay basic personal injury protection benefits consisting of

(a) **medical expense benefits,**
(b) **income continuation benefits,**
(c) **essential services benefits,**
(d) **survivor benefits,** and
(e) **funeral expense benefits**

with respect to **bodily injury** sustained by an **eligible injured person,** caused by accident arising out of the ownership, maintenance or use, including loading or unloading, of a **private passenger automobile** or an **automobile.**

Exclusions

The insurance under this endorsement does not apply

(a) to **bodily injury** to a person whose conduct contributed to the injury in any of the following ways:
  (1) while committing a high misdemeanor or felony or seeking to avoid lawful apprehension or arrest by a police officer, or
  (2) while acting with specific intent to cause injury or damage to himself or others;

(b) to **bodily injury** to the **named insured** or any **relative** of the **named insured** sustained while occupying, using or entering into or alighting from a **private passenger automobile** which is not an **insured automobile** under this policy if he is required to maintain automobile liability insurance with respect to the automobile under the New Jersey Automobile Reparation Reform Act;

(c) to **bodily injury** to any person, other than the **named insured** or a **relative** of the **named insured** or a resident of New Jersey, if the accident occurs outside of New Jersey;

(d) to **bodily injury** arising out of the ownership, maintenance, or use, including loading or unloading, of any **motor vehicle** while located for use as a residence or premises, or held for transitory recreational purposes;

(e) to **bodily injury** due to war, whether civil war, insurrection, rebellion or revolution, or any act or conduct incident to any of the foregoing;

(f) to **bodily injury** resulting from the [illegible] or other hazardous properties of nuclear [illegible]

Definitions

When used in relation to the [illegible]

"bodily injury" [illegible] death at any time [illegible]

"eligible injured person" means [illegible]

(a) the **named insured** or any **relative** of the **named insured** [illegible]
  (1) while occupying, using, [illegible] **private passenger automobile** [illegible]
  (2) while a pedestrian, caused by [illegible] **mobile** [illegible] as a result of being struck by or hit by or from an **automobile** [illegible]

(b) any other person who sustains **bodily injury** [illegible] occupying, using, with permission of the **named insured**, an **insured automobile**, or entering into or alighting from an **insured automobile** or as a pedestrian, caused by the [illegible] or from the [illegible] struck by an **automobile** [illegible] **insured automobile;**

"essential services benefits" means an amount not exceeding a limit of $100 per day and a total limit of $[illegible] for an **eligible injured person** as reimbursement for payments made to others, for substitute essential services of the type actually rendered during his lifetime and which he would ordinarily have performed not for income but for the care and maintenance of himself and his relatives;

"funeral expense benefits" means an amount not exceeding $1,000 for reasonable funeral, burial and cremation expenses incurred;

"income" means salary, wages, tips, commissions, fees and other earnings derived from work or employment;

"income continuation benefits" means an amount not exceeding a limit of $100 per week and a total limit of $5,200 payable for the loss of income of an income producer during his lifetime, as a result of **bodily injury** disability;

"income producer" means a person who, at the time of the accident, was in an occupational status, earning or producing income;

"insured automobile" means an automobile with respect to which the **named insured** is required to maintain automobile liability insurance coverage under the New Jersey Automobile Reparation Reform Act, to which the bodily injury liability insurance of the policy applies and for which a specific premium is charged;

"medical expense benefits" means all reasonable expenses incurred for medical, surgical and dental treatment, professional nursing, hospital and rehabilitation services, x-ray and other diagnostic services, prosthetic devices, ambulance services, medication and other reasonable and necessary expenses incurred for treatment prescribed by persons licensed to practice medicine, surgery, psychology or chiropractic, or for any nonmedical remedial treatment rendered in accordance with a recognized religious method of healing;

"named insured" means the person or organization named as the insured in the declarations. If the insured automobile is owned by a farm family co-partnership or corporation, the term **"named insured"** also includes the head of the household of each family designated in the policy as having a working interest in the farm;

"pedestrian" means any person who is not occupying a vehicle propelled by other than muscular power and designed primarily for use on highways, rails and tracks and includes any person who is entering into or alighting from such a vehicle;

"private passenger automobile" [illegible] self propelled vehicle de[illegible] of the [illegible]

[illegible]

"survivor benefit" [illegible] in the [illegible] of the death of an **eligible injured person** as determined in sub division (1) or (2) hereof, as follows:

(1) if the **eligible injured person** was an **income producer** at the time of the accident, an amount equal to the difference between $5,200 and all basic **income continuation benefits** paid for any loss of income resulting from his injury prior to his death;

(2) if the **eligible injured person** ordinarily performed essential services for the care and maintenance of himself, his family or family household, an amount not to exceed the difference between $4,380 and all basic essential services benefits paid with respect to his injury prior to death.

Limit of Liability

Any amount payable by the Company as personal injury protection benefits with respect to **bodily injury** shall be reduced by all amounts paid, payable or required to be provided under any workmen's compensation or employee's temporary disability law, or under Medicare provided under federal law.

The applicable limit on **income continuation benefits** applies separately to each full regular and [illegible] work week of an **eligible injured person**. If his disability [illegible] work or employment consists of [illegible] the Company shall be liable for only that proportion of such weekly limit that the number of days lost from work or employment during the part week bears to the number of days in his full work week.

Policy Period; Territory

1. [illegible] only to [illegible] which occur during the policy period and within the United States of America, its territories or possessions or Canada.

Conditions

1. **Notice.** In the event of an accident, written notice containing particulars sufficient to identify the **eligible injured person**, and also reasonably obtainable information respecting the injuries and circumstances of the accident shall be given by or on behalf of the **eligible injured person** to the Company or any of its authorized agents as soon as practicable. If any **eligible injured person**, his legal representative or [illegible] shall institute legal action to recover damages for injury to the person on which this policy is or may be liable to pay therefor, [illegible] and complaint or other process served in connection with such legal action shall be forwarded as soon as practicable to the Company by such **eligible injured person**, his legal representative or his survivors.

2. **Medical Reports; Proof of Claim.** As soon as practicable the **eligible injured person** or someone on his behalf shall give to the Company written proof of claim, including full particulars of the nature and extent of the injuries and treatment received and contemplated, and such other information as may assist the Company in determining the amount due and payable. The **eligible injured person** shall submit to physical examination by physicians when and as often as the Company may reasonably require and a copy of the medical report will be forwarded to such **eligible injured person** if requested.

3. **Multiple Policies Applicable to One Accident: Non-duplication of Benefits; Priority of Complying Policies.** Regardless of the number of automobiles insured for basic personal injury protection coverage pursuant to Section 4 of the New Jersey Automobile Reparation Reform Act, or the number of insurers or policies affording such coverage, there shall be no duplication of payment of basic personal injury protection benefits and the aggregate maximum amount payable under this and all applicable policies with respect to **bodily injury** to any one person as the result of any one accident shall not exceed the applicable amounts or limits specified in Section 4 of said Act.

   This insurance applies on a primary basis to bodily injury to the **named insured** or his relative and on a secondary basis to all other **eligible injured persons**. Similarly, the basic personal injury protection coverage provided by other complying policies applies on a primary basis to bodily injury to those persons who are named insureds under such policies and their relatives. If an **eligible injured person** to whom this insurance applies on a secondary basis has other basic personal injury protection coverage under another complying policy applicable to his bodily injury on a primary basis, all claims for basic personal injury protection benefits shall first be made against the insurer issuing the other complying policy. No basic personal injury protection benefits shall be due and payable under this insurance unless the other insurer fails to pay such benefits by reason of insolvency and the Company has been given written notice by the claimant of such failure. "Complying Policy" means a policy of automobile liability insurance maintained pursuant to the requirements of Section 3 of the New Jersey Automobile Reparation Reform Act and providing basic personal injury protection coverage as approved by the Commissioner of Insurance.

4. **Subrogation.** In the event of any payment under this endorsement, the Company is subrogated to the rights of the person for whose benefit such payments were made, to the extent of such payments, and such person must execute and deliver instruments and papers and do whatever else is necessary to secure such rights. Such person shall do nothing after loss to prejudice such rights.

5. **Reimbursement and Trust Agreement.** Subject to any applicable limitations set forth in the New Jersey Automobile Reparation Reform Act, in the event of any payment to any person under this endorsement:

   (a) the Company shall be entitled to the extent of such payment to the proceeds of any settlement or judgment that may result from the exercise of any rights of recovery of such person against any person or organization legally responsible for the **bodily injury** because of which such payment is made, and the Company shall have a lien to the extent of such payment notice of which may be given to the person or organization causing such **bodily injury**, his agent, his insurer or a court having jurisdiction in the matter;

(b) such person shall hold in trust for the benefit of the Company all rights of recovery which he shall have against such other person or organization because of such bodily injury;

(c) such person shall do whatever is proper to secure and shall do nothing after loss to prejudice such rights;

(d) such person shall execute and deliver to the Company such instruments and papers as may be appropriate to secure the rights and obligations of such person and the Company established by this provision.

6. **Payment of Personal Injury Protection Benefits.** Medical expense benefits and essential services benefits may be paid at the option of the Company to the eligible injured person or the person or organization furnishing the products or services for which such benefits are due. In the event of the death of an eligible injured person any amounts payable but unpaid at the date of death for medical expense benefits shall be payable to the eligible injured person's estate.

Benefits payable under subdivision (1) of the definition of survivor benefits are payable to the eligible injured person's surviving spouse, or if there is no surviving spouse, to the surviving children, or if there are no surviving spouse or children, to the eligible injured person's estate.

Benefits payable under subdivision (2) of the definition of survivor benefits are payable to the person and for the purpose of providing essential services.

Funeral expense benefits are payable to the eligible injured person's estate.

SECTION II

Extended Medical Expense Benefit:

The Company will pay medical expense benefits [illegible] for a maximum of $10,000 with respect to bodily injury [illegible] insured person, caused by an accident [illegible] period within the United States of America, its territories or possessions or Canada and arising out of the use of an insured automobile or of a highway vehicle not owned by, or furnished or [illegible] use of the named insured or any relative of the named insured.

Exclusions

The insurance under Section II is subject to all of the exclusions applicable to Section I, except that the word "person" in exclusion (c) is replaced by the word "pedestrian".

Definitions

The definitions under Section I apply to Section II and under Section II "highway vehicle" means a land motor vehicle or trailer other than (1) a farm type tractor or other equipment designed for use principally off public roads, while not upon public roads, (2) a vehicle operated on rails or crawler treads or (3) a vehicle while located for use as a residence or premises;

"insured person" means

(a) the named insured or any relative of the named insured, if the named insured or relative sustains bodily injury

(1) while occupying, using, entering into or alighting from a highway vehicle; or

(2) while a pedestrian, caused by a highway vehicle;

(b) any other person who sustains bodily injury while occupying a highway vehicle (other than a motorcycle or a vehicle while being used as a public or livery conveyance) if such highway vehicle is being operated by the named insured or a relative of the named insured or any other person using such highway vehicle with the permission of the named insured;

(c) any other person who sustains bodily injury while occupying an insured automobile if such insured automobile is being operated by the named insured or a relative of the named insured or any other person using such insured automobile with the permission of the named insured.

Conditions

Conditions 1, 2 and 4 of Section I apply to Section II, substituting the term "insured person" for "eligible injured person" wherever it appears therein. The following additional condition applies under Section II:

Other Insurance or Benefits. This insurance does not apply to loss or expense with respect to which an insured person is entitled to benefits under any workmen's compensation law or Medicare provided under federal law or under Section 4 of the New Jersey Automobile Reparation Reform Act.

This insurance does not apply to loss or expense to the extent that benefits are payable or are required to be provided thereby under any other automobile no-fault law or under any other automobile medical payments insurance.

SECTION III

In consideration of the insurance afforded under Sections I and II of this endorsement, and the adjustment of applicable rates:

(a) any amount payable for economic loss under the Protection Against Uninsured Motorists Coverage shall be reduced by the amount of any payment made under this or any other automobile insurance policy because of bodily injury to an eligible injured person;

(b) any Automobile Medical Payments or Medical Expense Coverage afforded under the policy is deleted with respect to an automobile which is an insured automobile.

SECTION IV

Premium Recomputation

The premium for the policy is based on rates which have been reduced in accordance with Section 18 of the New Jersey Automobile Reparation Reform Act to reflect the limitations on the right to recover damages imposed by Section 8 of said Act. If a court of competent jurisdiction declares, or enters a judgment the effect of which is to render, Section 8 of the Act invalid or unenforceable in whole or in part, the Company shall have the right to recompute the premium payable for the policy on the basis of revised rates which are subject to approval by the Commissioner of Insurance.

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement.

Countersigned by _____ Authorized Agent

AUTOMOBILE

AUTOMOBILE PERSONAL INJURY PROTECTION ENDORSEMENT
OREGON

This endorsement forms a part of Policy No. 10 C 653293E issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless another effective date is stated herein.

Named Insured and Address

Effective date.....12:01 A. M., standard time at the address of the named insured as stated herein.

SCHEDULE

COVERAGE	Auto No.	PREMIUMS
Automobile Personal Injury Protection	1	$
	2	$
	3	$
	4	$
	5	$
TOTAL PREMIUM $		INCLUDED

The insurance for medical and hospital benefits shall be subject to a deductible of $ applicable to:

☐ each named insured ☐ each named insured and each relative ☐ the named insured or relative named herein:

The Company agrees with the named insured, subject to all of the provisions of this endorsement and to all of the provisions of the policy except as modified herein, as follows:

AUTOMOBILE PERSONAL INJURY PROTECTION

The Company will provide in accordance with Chapter 523 of Oregon Laws 1971, the following benefits for loss and expense incurred because of bodily injury caused by accident and arising out of the ownership, maintenance or use of an automobile:

(a) medical and hospital benefits to or on behalf of each injured person;

(b) income continuation benefits to or on behalf of each injured person who at the time of the accident was usually engaged in a remunerative occupation;

(c) loss of services benefits to or on behalf of each injured person who at the time of the accident was not usually engaged in a remunerative occupation

Exclusions

This insurance does not apply:

(a) to or on behalf of any person

(1) who intentionally causes injury to himself; or

(2) who is injured while participating in any prearranged or organized racing or speed contest or in practice or preparation for any such contest;

(b) to income continuation benefits to or on behalf of any person who sustains bodily injury in an accident which occurs outside the State of Oregon, but this exclusion does not apply (1) to the named insured or a relative, or (2) to any other person while occupying the insured automobile as a guest passenger or while using the insured automobile with the permission of the named insured;

(c) to bodily injury due to war, whether or not declared, civil war, insurrection, rebellion or revolution, or to any act or condition incident to any of the foregoing;

(d) to bodily injury resulting from the radioactive, toxic, explosive or other hazardous properties of nuclear material;

(e) to the named insured or any relative while occupying any automobile owned by the named insured or furnished for the named insured's regular use and not insured for AUTOMOBILE PERSONAL INJURY PROTECTION;

(f) to a relative while occupying any automobile owned by such relative or furnished for the relative's regular use and not insured for AUTOMOBILE PERSONAL INJURY PROTECTION;

(g) with respect to any injured person who is not the named insured or a relative, to the extent that amounts are paid or payable to or on behalf of such injured person under any collateral benefits, including but not limited to insurance benefits under another policy issued by this or any other insurer, governmental benefits or gratuitous benefits

Definitions

When used in reference to this insurance:

"injured person" means

(a) the named insured or any relative who sustains bodily injury caused by accident while occupying, or while a pedestrian, through being struck by an automobile;

(b) any person, other than the named insured or a relative, who sustains bodily injury caused by accident (1) while occupying the insured automobile as a guest passenger, or (2) while using the insured automobile with the permission of the named insured, or (3) while a pedestrian, through being struck by the insured automobile;

"named insured" means the individual named in Item 1 of the declarations of the policy and includes his spouse if a resident of the same household;

"relative" means a relative of the named insured who is a resident of the same household;

"bodily injury" means bodily injury, sickness or disease, including death at any time resulting therefrom;

"occupying" means in or upon or entering into or alighting from;

"automobile" means a self-propelled land motor vehicle or trailer other than (1) a farm type tractor or other self-propelled equipment designed for use principally off public roads, while not upon public roads, (2) a vehicle operated on rails or crawler-treads, or (3) a vehicle located for use as a residence or premises;

"insured automobile" means a private passenger automobile of which the named insured is the owner, to which the bodily injury liability insurance of this policy applies;

"private passenger automobile" means a 4 wheel private passenger or station wagon type automobile not used as a public or livery conveyance for a fee, and includes any other 4 wheel automobile of the utility, pickup body, sedan delivery or panel truck type which is not used primarily in the occupation, profession or business of the named insured or a relative, other than farming or ranching;

"medical and hospital benefits" means payments for all reasonable and necessary expenses incurred within one year from the date of the accident by or on behalf of the injured person as a result of such accident for medical, hospital, dental, surgical, ambulance and prosthetic services;

"income continuation benefits" means payment of 70% of the injured person's loss of income from work, because of bodily injury sustained by him in the accident, during the period commencing 14 days after the date of such accident and ending as of either the date on which such person is able to return to his usual occupation or the expiration of not more than 52 weeks from such 14th day;

"loss of services benefits" means reimbursement, for expenses reasonably incurred for essential services in lieu of those the injured person would have performed without income, provided such services are actually rendered during the period commencing 14 days after the date of the accident and ending as of either the date on which such injured person is reasonably able to perform such services or the expiration of not more than 52 weeks from such 14th day.

[illegible] of Liability

Regardless of the number of claims made or insured automobiles to which this insurance applies, the Company's liability for AUTOMOBILE PERSONAL INJURY PROTECTION benefits is limited as follows:

1. **The total amount payable by the Company to or on behalf of each injured person [illegible] any one accident shall not exceed the sum of**

   (a) $3,000 for medical and hospital benefits; provided, however, that [illegible] is stated in the Schedule of this endorsement to apply, such amount [illegible] by the Company for such benefits to or on behalf of such injured person [illegible] If the total amount of all such sums exceeds such deductible amount, the [illegible] shall be the difference between such deductible amount and $3,000;

   (b) $400 per month for income continuation benefits;

   (c) $12 per day for loss of services benefits;

   subject otherwise to the limitations stated in the definition of each of such benefits [illegible]

2. Any amount payable by the Company under the terms of this [illegible] shall be reduced

   (a) by the amount paid or payable to or on behalf of [illegible] Basic Reparations Law;

   (b) [illegible] smaller amount for personal injury protection [illegible] of any one [illegible]

3. Any payments made by the Company under this insurance [illegible] to ch. 288 of Oregon Laws 1971, to any other [illegible] or any other insurer under insurance [illegible]

Policy Period; Territory

This insurance applies only to accidents [illegible] of America, its territories or possessions or Canada.

CONDITIONS

This insurance is subject to the following additional Conditions:

A. **Notice.** In the event of an accident, written notice containing particulars sufficient to identify the [illegible] information respecting the time, place and circumstances of the accident shall be given by or on behalf of such injured person to the Company or any of its authorized agents as soon as practicable. If such injured person or his legal representative [illegible] ages for bodily injury against a person or organization who is or may be liable in tort therefor, a copy of the summons [illegible] process served in connection with such legal action shall be forwarded as soon as practicable to the Company by such injured person [illegible] representative.

B. **Action Against Company.** No action shall lie against the Company, unless, as a condition precedent thereto, there shall have been full compliance with all the terms of this endorsement.

C. **Medical Reports; Proof of Claim.** As soon as practicable, the injured person or someone on his behalf shall give to the Company [illegible] proof of claim, under oath if required, including full particulars of the nature and extent of the injuries and the treatment received and contemplated and such other information as may assist the Company in determining the amount due and payable. The injured person shall [illegible] examinations by physicians selected by the Company at the expense of the Company when and as often as the Company may reasonably require.

   The injured person, or in the event of his incapacity or death his legal representative, shall upon each request from the Company [illegible] tion to enable the Company to obtain medical reports, copies of records and information with respect to loss of income. The Company [illegible] that the injured person, as a condition for receiving income continuation benefit, cooperate in furnishing the Company [illegible] of his inability to work.

D. **Trust Agreement.** In the event of payment to any person of any benefits under this endorsement

   (a) the Company shall be entitled to the proceeds of any settlement or judgment that may result from the exercise of such person's right of recovery against any person or organization legally responsible for the bodily injury because of which such payment has been made, to the extent of the damages recovered including any expense, amount or payment for which such benefits were paid;

   (b) such person shall hold in trust for the benefit of the Company all rights of recovery which he shall have against such other person [illegible] tion because of any expense, amount or payment which is the subject of claim as hereinabove;

   (c) such person shall do whatever is proper to secure and shall do nothing after loss to prejudice such rights;

   (d) if requested in writing by the Company, such person shall [illegible] any action [illegible] tion, such action to be taken in the name of such person; in the event of recovery, the Company shall be reimbursed for expenses, costs and attorney's fees incurred by it in connection therewith;

   (e) such person shall execute and deliver to the Company such instruments and papers as may be necessary to secure the rights of such person and the Company established by this provision.

E. **Subrogation.** In the event of any payment under this endorsement, the Company shall be entitled to [illegible] pursuant to Section [illegible] of Chapter 528 Oregon Laws 1971, and subrogated, to the extent of such payment, to all the rights of recovery [illegible] which the person to or on behalf of whom such payment is made may have against any person or organization, and such person shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. Such person shall do nothing after loss to prejudice such rights.

F. **Arbitration.** If any person making claim and the Company do not agree as to the amount payable hereunder, then each party shall, upon the written demand of either, select a competent and disinterested arbitrator. The two arbitrators so named shall select a third arbitrator, or if [illegible] to agree thereon within 30 days then, upon the request of such person or the Company, such third arbitrator shall be selected by a judge of a court of record in the County and State in which such arbitration is pending. The arbitrators shall then hear and decide [illegible] the question in dispute, and the decision in writing of any two arbitrators shall be binding upon the person and the Company, each of whom shall pay his or its chosen arbitrator and shall bear equally the expense of the third arbitrator and all other expenses of the arbitration, provided that attorney fees and fees paid to medical or other expert witnesses are not deemed to be expenses of arbitration but are [illegible] incurring them. Unless the parties otherwise agree the arbitration shall be conducted in the County and State in which the [illegible] in accordance with the usual rules governing procedure and admission of evidence in courts of law.

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect as of the effective date of the policy and at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement.

THE HARTFORD
INSURANCE GROUP
HARTFORD, CONNECTICUT

Countersigned by _____ *Authorized Agent*

Form A-2759-0 (Team)

AUTOMOBILE

E70

EXCLUSION OF HAZARDS OTHERWISE INSURED

Named Insured and Address

This endorsement forms a part of Policy No. 10 C 653293E issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless another effective date is stated herein.

Effective date ..... 12:01 A. M., standard time at the address of the *named insured* as stated herein.

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE

It is agreed that:

I. The insurance does not apply with respect to such and so many of the hazards described in the Schedule as are designated therein by the word "excluded".

II. The insurance does not apply prior to the date stated in the Schedule as the expiration date of other insurance, with respect to such and so many of the hazards described therein which are designated by an expiration date of other insurance.

III. With respect to such and so many of the hazards described in the Schedule as are designated by a primary insurance date and by limits of liability, the insurance shall, prior to such date, apply only to loss in excess of the applicable limit as stated in such Schedule and then only in the amount by which the applicable limit of liability stated in the declarations exceeds the applicable limit as stated in such Schedule.

SCHEDULE

DESCRIPTION OF HAZARDS		
(a) Owned Automobiles. The owner-hip, maintenance, use, loading or unloading of any *owned automobile* described herein, including any *trailer* while being used therewith and any *automobile* while being used for the towing of any *trailer* described herein.	I. EXCLUDED	II. Expiration Date of Other Insurance:
	III. Primary Insurance Date — Limits of Liability:	S ,000 each person Cov. C — S ,000 each occurrence Cov. D — S ,000 each occurrence
	Year Model Trade Name / Body Type - Truck Size (Truck Load, Gallonage, Bus Seating Capacity) / Identification No. (I) Serial No. (S) Motor No. (M) / Purposes of Use / Town and State in which the automobile will be principally garaged	
	ALL COMMERCIAL VEHICLES OWNED BY GULF STEEL DIVISION FERRO UNION CORP THE RADIUS OF OPERATION OF WHICH IS IN EXCESS OF 100 MILES	
(b) Hired Automobiles. The maintenance, use, loading or unloading of any *hired automobile*, including any *trailer* while being used therewith and any *automobile* while being used for the towing of any hired *trailer*.	I. EXCLUDED	II. Expiration Date of Other Insurance:
	III. Primary Insurance Date — Limits of Liability:	S ,000 each person Cov. C — S ,000 each occurrence Cov. D — S ,000 each occurrence
(c) Non-Owned Automobiles. The maintenance, use, loading or unloading, by any person (other than the *named insured*, if the *named insured* is an individual) of any *non-owned automobile*, including any *trailer* while being used therewith and any *automobile* while being used for the towing of any non-owned *trailer*.	I. EXCLUDED	II. Expiration Date of Other Insurance:
	III. Primary Insurance Date — Limits of Liability:	S ,000 each person Cov. C — S ,000 each occurrence Cov. D — S ,000 each occurrence

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement.

THE HARTFORD INSURANCE GROUP
HARTFORD, CONNECTICUT

Countersigned by ..... *Authorized Agent*

Persons Insured

THE HARTFORD

This endorsement forms a part of Policy No. 10 C 653293E issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless another effective date is stated herein.

Named Insured and Address

Effective date .....12:01 A. M., standard time at the address of the *named insured* as stated herein.

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE

BASIC AUTOMOBILE LIABILITY INSURANCE

Person(s) or Organization(s) CALIFORNIA TRUCK RENTAL, GENWAY CORP LOU GRUB CHEVROLET HUM, LEASEWAY OF ARIZONA [illegible] TRANSPORTATION, RYDER TRUCK RENTAL DON SANDERSON FORD & UNIVERSAL LEASEWAY SYSTEMS INC OF SO[illegible] CALIFORNIA

It is agreed that the person or organization desig[illegible] above is an *insured*, but only to the extent set forth in the "Persons Insured" provision.

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement.

Countersigned by.....
Authorized Agent

A-3559-9 Printed in U.S.A.

Named Insured and Address

This endorsement forms a part of Policy No. 10 C 653293E issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless another effective date is stated herein.

Effective date ..... 12:01 A. M., standard time at the address of the *named insured* as stated herein.

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

USE OF OTHER AUTOMOBILES COVERAGE LIMITED FORM
SCHEDULE OF INDIVIDUALS

DESIGNATED INDIVIDUALS:-

P. LISSAUER

J A MANDEL

F ROSENTHAL

M MERRISON

N AMSEL

H C SCHWEITZER

STEPHEN ELIEL

M BALSON

PETER UHL

GEORGE BORTH

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement.

THE HARTFORD
INSURANCE GROUP
HARTFORD CONNECTICUT

Countersigned by .....

Authorized Agent

ADDITIONAL INSURED
(Premises Leased to the Named Insured)

Named Insured and Address

This endorsement forms a part of Policy No. 10 C 653293E issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless another effective date is stated herein.

Effective date ..... 12:01 A. M., standard time at the address of the *named insured* as stated herein.

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COMPREHENSIVE GENERAL LIABILITY INSURANCE
MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE
OWNERS', LANDLORDS' AND TENANTS' LIABILITY INSURANCE
STOREKEEPERS' LIABILITY INSURANCE

It is agreed that the "Persons Insured" provision is amended to include as an *insured* the person or organization designated below, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises designated below leased to the *named insured*, and subject to the following additional exclusions:

The insurance does not apply:

1. to any *occurrence* which takes place after the *named insured* ceases to be a tenant in said premises;
2. to structural alterations, new construction or demolition operations performed by or on behalf of the person or organization designated below.

SCHEDULE

Designation of Premises (Part Leased to Named Insured)	Name of Person or Organization (Additional Insured)	Premiums: Bodily Injury Liability	Premiums: Property Damage Liability
[illegible] DOCK ST [illegible] ISLAND [illegible].	CITY OF LOS ANGELES ITS OFFICERS AGENTS AND EMPLOYEES	INCLUDED	

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect on the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement.

THE HARTFORD
INSURANCE GROUP
HARTFORD, CONNECTICUT

Countersigned by ..... *Authorized Agent*

JS JMB 6 16 75 MARSH & MCLENNAN INC 252898

E74

ADDITIONAL INSURED
(Premises Leased to the Named Insured)

This endorsement forms a part of Policy No. 10 C 653293 E issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless another effective date is stated herein.

Named Insured and Address
ASSOCIATES METALS & MINERALS INC.

Effective date 1-1-75 12:01 A. M., standard time at the address of the *named insured* as stated herein.

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:
COMPREHENSIVE GENERAL LIABILITY INSURANCE
MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE
OWNERS', LANDLORDS' AND TENANTS' LIABILITY INSURANCE
STOREKEEPERS' LIABILITY INSURANCE

It is agreed that the "Persons Insured" provision is amended to include as an *insured* the person or organization designated below, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises designated below leased to the *named insured*, and subject to the following additional exclusions:

The insurance does not apply:

1. to any *occurrence* which takes place after the *named insured* ceases to be a tenant in said premises;
2. to structural alterations, new construction or demolition operations performed by or on behalf of the person or organization designated below.

SCHEDULE

Designation of Premises (Part Leased to Named Insured)	Name of Person or Organization (Additional Insured)	Premiums: Bodily Injury Liability	Premiums: Property Damage Liability
ALL PREMISES AT WHICH THE INSURED IS REQUIRED IN A WRITTEN LEASE OF PREMISES AGREEMENT TO PROVIDE INSURANCE ON BEHALF OF THE LESSOR.		INCLUDED IN PREMIUM COMPUTATION.	

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement.

THE HARTFORD
INSURANCE GROUP
HARTFORD, CONNECTICUT

Countersigned by _____ *Authorized Agent*

JS/JMB/6 16 75 MARSH & MCLENNAN INC 252898

Persons Insured

THE HARTFORD

This endorsement forms a part of Policy No. 10 C 6532938 issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless another effective date is stated herein.

Named Insured and Address: ASSOCIATES METALS & MINERALS INC.

Effective date 1 1 75 12:01 A. M., standard time at the address of the *named insured* as stated herein.

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE

BASIC AUTOMOBILE LIABILITY INSURANCE

Person(s) or Organization(s) PHD CORP.

It is agreed that the person or organization designated above is an *insured*, but only to the extent set forth in the "Persons Insured" provision.

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement.

Countersigned by ..... *Authorized Agent*

A-3539-0 Printed in U.S.A.

E76

THE HARTFORD

Named Insured and Address

ASSOCIATES METALS & MINERALS INC.

This endorsement forms a part of Policy No. 10 C 653293 E
issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless another effective date is stated herein.

Effective date 3-31-75 Effective hour is the same stated in the Declarations of the Policy.

IT IS AGREED THAT ITEM 1 NAMED INSRED IS AMENDED TO INCLUDE:

ASSOCIATED STEEL INDUSTRIES INC.,

A 100% OWNED SUBSIDIARY OF FERRO UNION CORP.

WHICH IS 100% OWNED SUBSIDIARY OF

ASSOCIATED METALS AND MINERALS CORP.

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement.

Countersigned by ..... Authorized Agent

Persons Insured

THE HARTFORD

This endorsement forms a part of Policy No. 100053293 issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless another effective date is stated herein.

Named Insured and Address

ASSOCIATED METALS & MINERALS CORP.

NEW YORK, NY

Effective date 1.1.75 12:01 A. M., standard time at the address of the *named insured* as stated herein.

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE

BASIC AUTOMOBILE LIABILITY INSURANCE

Person(s) or Organization(s) DEER VALLEY ENTERPRISE &

SELMAN CHEVROLET

It is agreed that the person or organization designated above is an *insured*, but only to the extent set forth in the "Persons Insured" provision.

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect on the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement.

Countersigned by [signature] *Authorized Agent*

A-3559-0 Printed in U.S.A.

7/1/DL. MARSH & MC LENNAN INC. 252898

E78

This endorsement forms a part of Policy No. 10C 653293 issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless another effective date is stated herein.

Named Insured and Address

ASSOCIATED METALS & MINERALS CORP.

NEW YORK, NY.

Effective date 1.1.75 12:01 A. M., standard time at the address of the *named insured* as stated herein.

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COMPREHENSIVE AUTO LIABILITY

It is agreed that endorsement A-3457-0 Hired Automobile - Specified Car Basis is extended to include the following:

Deer Valley Enterprise & Selman Chevrolet

It is further agreed that Limits of Liability as respects A-3009-0 for vehicles garaged in Michigan are amended to read:

20 40,000

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect on the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid counter-signature of this endorsement.

THE HARTFORD INSURANCE GROUP HARTFORD, CONNECTICUT

Countersigned by [illegible] *Authorized Agent*

Form 4L-3 9 B Printed in U. S. A. 10-66 NBC

7/1/DL. MARSH & MC LENNAN INC. 252898

E79

REVISED

This endorsement forms a part of Policy No. 10C 653293 issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless another effective date is stated herein.

Named Insured and Address

ASSOCIATED METALS & MINERALS CORP.

NEW YORK, NY.

Effective date 1.1.75 12:01 A. M., standard time at the address of the *named insured* as stated herein.

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COMPREHENSIVE AUTO. LIABILITY

Z

Use of other automobile coverage limited Form - schedule of individuals.

F.A. LISSAUER

T.M. ARON

S. ELIEL

K.E. REINSBERG

P.A. UHL

N. FEDERGREEN

G.D BARTH

P. ELIEL

R. LOWY

M. BALSAM

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding, unless countersigned by a duly authorized agent of the company, provided that if this endorsement takes effect on the effective date of the policy, and at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by an authorized agent of the company shall constitute valid countersignature of this endorsement.

THE HARTFORD INSURANCE GROUP HARTFORD, CONNECTICUT

Countersigned by

Authorized Agent

Form A [illegible] Printed in U.S.A. 10 66 N.Y.C.

JS JMB 6 16 MARSH & MCLENNAN INC 252898

E80

ADDITIONAL LOCATIONS OR CLASSIFICATIONS

This endorsement forms a part of Policy No. 10 C 653293 E issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date stated herein.

Named Insured and Address: ASSOCIATES METALS & MINERALS INC.

Effective date 3-31-75 12:01 A. M., standard time at the address of the named insured as stated herein.

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COMPREHENSIVE GENERAL LIABILITY INSURANCE
OWNERS', LANDLORDS' AND TENANTS' LIABILITY INSURANCE
MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE

It is agreed that the Schedule is amended by the addition of the locations and classifications described in the schedule below.

Rating Classifications Entries herein, except as specifically provided elsewhere in this policy, do not modify any of the other provisions of the policy.	Code No.	Premium Bases	Rates B. I.	Rates P. D.	Annual Premiums B. I.	Annual Premiums P. D.	Addl. or Ret. Premiums B. I.	Addl. or Ret. Premiums P. D.
(a) Premises -- Operations -- Escalators		(a) Area (Sq. Ft.) (b) Frontage (c) Remuneration (d) Number Insured	(a) Per 100 Sq. Ft. of Area (b) Per Linear Foot (c) Per $100 of Remuneration (d) Per Landing					
18 ACRES OF LAND AT HARBOR FREEWAY & SAN DIEGO FREEWAY, LOS ANGELES, CALIFORNIA UPON WHICH NEW CONSTRUCTION OPERATION WILL BE PERFORMED FOR THE INSURED					INCLUDED IN PREMIUM COMPUTATION			
			Total Additional or Return Premium Due on Effective Date of Endorsement				$	

If the Policy Period is more than one year and the Premium is payable in installments, the Anniversary premiums stated in the Declarations of the policy are amended to read as follows:

1st Anniversary $ 2nd Anniversary $

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company.

THE HARTFORD INSURANCE GROUP
HARTFORD CONNECTICUT

Countersigned by *Authorized Agent*

Form L-M21-3 Printed in U.S.A. (N.S.)

AUTOMOBILE

NAUA No. 206a -- EDITION March, 1963

COMPREHENSIVE COVERAGE - - $50 DEDUCTIBLE

It is agreed that under the Comprehensive Coverage, $50 shall be deducted from the amount of each loss as to each automobile, other than loss by fire or lightning, (b) smoke or smudge due to a sudden, unusual and faulty operation of any fixed heating equipment serving the premises in which the automobile is located, or (c) the stranding, sinking, burning, collision or derailment of any conveyance in or upon which the automobile is being transported.

If the policy affords insurance with respect to the Collision Coverage, breakage of glass caused by collision may, if the insured so elects, be treated as covered thereunder, subject to the terms thereof, instead of under the Comprehensive Coverage.

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement forms a part of the policy, issued by THE HARTFORD INSURANCE GROUP company designated therein, which indicates this endorsement forms a part thereof, and takes effect as of the effective date of said policy.

THE HARTFORD
INSURANCE GROUP
HARTFORD, CONNECTICUT

President

Form A-2109-0 Printed in U. S. A. 9-'64

UTOMOBILE

APPLICATION OF NUCLEAR ENERGY LIABILITY EXCLUSION — NEW YORK

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE
AUTOMOBILE MEDICAL PAYMENTS INSURANCE
GARAGE INSURANCE

is agreed the Nuclear Energy Liability Exclusion in the General Policy Provisions, does not apply with respect to *automobiles* principally garaged New York.

othing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other an as herein stated.

is endorsement forms a part of the policy, issued by THE HARTFORD INSURANCE GROUP company designated therein, which indicates this dorsement forms a part thereof, and takes effect as of the effective date of said policy.

THE HARTFORD
INSURANCE GROUP
HARTFORD, CONNECTICUT

President

rm A-2287-0 Printed in U. S. A. 9-'66

2-19-RG-AVD. MARSH & MC LENNAN INC. 252898.

E83

TOTAL R/P 8604.00

This endorsement forms a part of Policy No. 10 C 653293 E issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless another effective date is stated herein.

Named Insured and Address

ASSOCIATED METALS& MINERALS CORP.

NEW YORK,NEW YORK.

Effective date 1-1-75 12:01 A. M., standard time at the address of the *named insured* as stated herein.

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COMPREHENSIVE AUTOMOBILE LIABILITY & PHYSICAL DAMAGE.

IN CONSIDERATION OF THE ABOVE PREMIUM IT IS HEREBY UNDERSTOOD THAT THE AUTOMOBILE PREMIUMS ARE AMENDED TO READ AS FOLLOWS:

	BI	PD	MP	PIP	UM	COMP	COLL
NEW PREM.	35,061.00	11,787.00	995.00	944.00	976.00	3,296.00	13,190.00
S TEXAS PD	407.00	236.00	29.00	97.00			
	34,654.00	11,551.00	966.00	847.00	976.00	3,296.00	13,190.00

	BI	PD	MP	PIP	UM	COMP	COLL
PREM.	41,998.00	14,017.00	1154.00	975.00	976.00	3,158.00	12,575.0
S TEXAS PD	407.00	236.00	29.00	97.00			
OLD	41,591.00	13,781.00	1125.00	878.00	976.00	3,158.00	12,575.0
R/P	6,937.00	2,230.00 R/P	159.00 R/P	31.00 R/P	NO CHANGE	138.00 A/P	615.00 A/P

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement.

THE HARTFORD INSURANCE GROUP HARTFORD, CONNECTICUT

Countersigned by ..... *Authorized Agent*

Form AL-8-6 B Printed in U.S.A. 10/66 NSCU

PREMIUM DISCOUNT ENDORSEMENT -- TEXAS
(General Liability Insurance)

This endorsement forms a part of Policy No. 10 C 653293E issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless another effective date is stated herein.

Named Insured and Address

Effective date ..... 12:01 A. M., standard time at the address of the named insured as stated herein.

It is agreed that the premium pertaining to Texas for General Liability and Medical Payments insurance is subject to discount in accordance with the following procedure:

1. **Texas General Liability Standard Premium.** Such premium pertaining to Texas computed in accordance with the provisions of the policies designated in paragraph 4 hereof, other than this endorsement and exclusive of the application of any retrospective rating plan, shall be known as the Texas General Liability Standard Premium.

2. **Total Standard Premium For All States.** The General Liability and Medical Payments premium computed in accordance with the provisions of the policies designated in paragraph 4 hereof, other than this endorsement and exclusive of the application of any retrospective rating plan, any Automatic Premium Adjustment Endorsement, any Premium Return Plan Endorsement, or other Premium Discount Endorsement, shall be known as the Total Standard Premium.

3. **Premium Discount — Texas**

   (a) **For policy periods of one year or less** — The Texas General Liability Standard Premium shall be subject to the applicable discount percentages for the Total Standard Premium obtained from the Table of Texas Premium Discounts (General Liability) stated in the Company's manual of rules and rates.

   (b) **For policy periods of more than one year** — The Texas General Liability Standard Premium for each annual period or portion thereof during the policy period shall be subject to the applicable discount percentages stated in said Table of "Texas Premium Discounts (General Liability)" opposite the Total Standard Premium for the policies for each such period or portion thereof during the policy period.

   (c) If retrospective rating is applicable to a part of the premium pertaining to Texas, the amount of premium discount applicable to the Texas General Liability Standard Premium, exclusive of any premium subject to any retrospective rating plan, shall be the difference between (1) the discount determined by applying to the Texas General Liability Standard Premium the applicable percentages stated in said Table opposite the Total Standard Premium and (2) the discount determined by applying to that portion of the Texas General Liability Standard Premium which is subject to retrospective rating the applicable percentages stated in said Table opposite so much of the Total Standard Premium as is subject to retrospective rating.

4. **Policy Numbers** / **Estimated Standard Premium**

Policy Numbers	Estimated Standard Premium
10 C 653293E	$ 74,283.00
	$
	$
Total Estimated Standard Premium	$

5. **Premium Discount Percentages Applicable to Texas General Liability Standard Premium.** Based on the Total Estimated Standard Premium stated in paragraph 4 hereof, the premium discount percentage applicable to the Estimated Texas General Liability Standard Premium, obtained from said Table of Texas Premium Discounts (General Liability) in accordance with the provisions of paragraph 3 hereof, is as follows:

General Liability

19.6 %

Upon termination of the policies designated in paragraph 4 hereof, the premium discount percentage applicable to the Earned Texas General Liability Standard Premium shall be obtained from said Table of Texas Premium Discounts (General Liability) and the premium discount applicable to the Earned Texas General Liability Standard Premium shall be computed in accordance with the foregoing provisions of this endorsement.

(Over)

THE HARTFORD INSURANCE GROUP
HARTFORD CONNECTICUT

COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE
COVERAGE PART

10 C 653293E

This Coverage Part forms a part of Policy No. ..... issued by THE HARTFORD INSURANCE GROUP Company designated therein, and takes effect as of the effective date of said policy unless otherwise stated herein.

(For use only if this Coverage Part is effective after the effective date of the Policy)

This Coverage Part is effective ..... (at the hour stated in the policy) and forms a part of the above designated policy issued to .....

The Company, in consideration of the payment of the premium and subject to all of the provisions of the policy not expressly modified herein, agrees with the *named insured* as follows:

SCHEDULE

The insurance afforded is only with respect to such of the following coverages as are indicated by specific premium charge or charges. The limit of the company's liability against each such coverage shall be as stated herein, subject to all the terms of this policy having reference thereto.

Coverages	Advance Premiums	Limits of Liability
C — Bodily Injury Liability	$	$ 500 ,000 each person
		$ 1000 ,000 each occurrence
D — Property Damage Liability	$	$ 100 ,000 each occurrence

Description of Hazards

1. Owned Automobiles — Premium Basis — Per Automobile

Year Model Trade Name	Body Type - Truck Size (Truck Load, Gallonage, Bus Seating Capacity)	Identification No. (I) Serial No. (S) Motor No. (M)	Town and State in which the automobile will be principally garaged	(a) Purpose of Use Classification	Advance Premiums Coverage C	Advance Premiums Coverage D
AS PER SCHEDULE ON FILE WITH THE COMPANY					AS PER PREMIUM COMPUTATION ENDORSEMENT	

2. Hired Automobiles — Premium Basis—Cost of Hire

Types Hired (b)	Locations where automobiles will be principally used	Purposes of Use (a)	Estimated Cost of Hire	Rates per $100 Cost of Hire: Coverage C	Rates per $100 Cost of Hire: Coverage D

3. Non-Owned Automobiles — Premium Basis—Class 1 Persons and Class 2 Employees

Class 1 Persons - Location of Headquarters of Class 1 Persons and Total Number of such persons at each location

	Rates Per Person: Coverage C	Rates Per Person: Coverage D

Class 2 Employees Estimated Average Number	Location of Headquarters of Class 2 Employees	Rates Per Employee: Coverage C	Rates Per Employee: Coverage D

Form Numbers of Endorsements forming part of this Coverage Part at issue:

TOTAL ADVANCE PREMIUMS $ $

The conditions and provisions printed on page CAL-2 of this form are hereby referred to and made a part hereof.

This Coverage Part shall not be binding unless countersigned by a duly authorized agent of the company: provided that if this Coverage Part takes effect at the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by an authorized agent of the company shall constitute valid countersignature of this Coverage Part.

a) P - Pleasure and Business, C - Commercial

b) PP - Private Passenger Automobile, C - Commercial Automobile

Countersigned by .....

Authorized Agent

2-19-RG-AVD. MARSH & MC LENNAN INC. 252898.

This endorsement forms a part of Policy No. 10 C 653293E issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless another effective date is stated herein.

Named Insured and Address

ASSOCIATED METALS & MINERALS CORP.

NEW YORK, NEW YORK.

Effective date 1-1-75 12:01 A. M., standard time at the address of the *named insured* as stated herein.

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COMPREHENSIVE AUTOMOBILE LIABILITY & PHYSICAL DAMAGE.

IT IS HEREBY UNDERSTOOD AS RESPECTS TO ENDORSEMENT AL-8 O C PREMIUM COMPUTATION, EST. NUMBER OFUNITS IS AMENDED TO READ 119 IN LIEU OF 114. PREMS. CORRECT AS SHOWN.

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement.

THE HARTFORD
INSURANCE GROUP
HARTFORD, CONNECTICUT

Countersigned by .....
Authorized Agent

Form [illegible] Printed in U.S.A. 10-66 NBCH

Named Insured and Address

This endorsement forms a part of Policy No. 10 C 653293E issued by THE HARTFORD INSURANCE GROUP companies designated therein, and takes effect as of the effective date of said policy unless another effective date is stated herein.

Effective date

12:01 A. M., standard time at the address of the *named insured* as stated herein.

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

LIST OF FORM NUMBERS AND COVERAGE PARTS AND ENDORSEMENTS FORMING PART OF THE POLICY AT ISSUE:-

A 1675-4
A 2109-0
A 1675-4
A 2287-0
A 2458-0
A 2759-0
A 2991-0
A 2993-0
A 3007-0
A 3008-1
A 3009-1
A 3011-1
A 3098-0
A 3114-0
A 3202-0
A 3220-0
A 3411-0
A 3457-0
A 3559-0
FORM 22- TEXAS
FORM 25- TEXAS
FORM 158K-TEXAS
FORM 241- TEXAS
AL 8 0 B (EXCL AUTO PHYS DAMAGE)
AL 8 0 B (FORM COV PRODUCTS)
AL 8 0 B (LIQUOR LIAB HOSTS)
AL 8 0 B (LOSS PAYEE)
AL 8 0 B (NAMED INSURED
AL 8 0 B (NOTICE OF CANCEL)
AL 8 0 B (PREM COMPUTATION)
AL 8 0 B (USE OF OTHER AUTO SCHED)
AL 8 0 B (WAIVER OF SUBROG)
A[illegible]57-0
G [illegible]760-7
[illegible] 2167-2
[illegible] 3009-0
[illegible] 3047-0
[illegible] 3083-3
[illegible] 3243-0
[illegible] 3295-1
[illegible] 3303-0
[illegible] 3525-0

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect on the effective date of the policy and, at issuance of policy, has been countersigned on the declarations page of said policy by a duly authorized agent of the company, shall constitute valid countersignature of this endorsement.

THE HARTFORD INSURANCE GROUP
HARTFORD, CONNECTICUT

Countersigned by

Authorized Agent

Form AL-8-0 C Printed in U.S.A. 10/66 NBCU

E88

Premium Installment

THE HARTFORD

Named Insured and Address

This endorsement forms a part of Policy No. 10 C 653293E issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said Policy unless another effective date is stated herein.

Effective date ..... 12:01 A. M., standard time at the address of the named insured as stated herein.

It is hereby understood and agreed that the ORIGINAL (Insert "original" or "additional" or "return") Premium of $ ..... will BE PAYABLE (Insert "be payable in" or "reduce the") ..... installments as outlined in "Schedule of Payments."

SCHEDULE OF PAYMENTS

NO.	DUE DATE OF PAYMENT	BODILY INJURY & PROPERTY DAMAGE LIABILITY EXCEPT AUTO	BODILY INJURY & PROPERTY DAMAGE LIABILITY AUTO	AUTO PHYSICAL DAMAGE		TOTAL
1	1 1 75	19.933.50	14,587.75	3933.25		38,454.50
2	1 1 75	19.933.50	14,587.75	3933.25		38,454.50
3	7 1 75	19.933.50	14,587.75	3933.25		38,454.50
4	10 1 75	19.933.50	14.587.75	3933.25		38,454.50
5						
6						
7						
8						
9						
10						
11						
12						
TOTALS		79,734.00	58,351.00	15,733.00		153,818.00

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement.

Countersigned by .....

Authorized Agent

E89

2-19-RG-AVD.

MARSH & MC LENNAN INC 252898.

Premium Installment

THE HARTFORD

Named Insured and Address

10 C 653293 E

ASSOCIATED METALS & MINERALS CORP.

NY NY

This endorsement forms a part of Policy No. 10 C 653293 issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said Policy unless another effective date is stated herein.

Effective date 1-1-75 12:01 A. M., standard time at the address of the named insured as stated herein.

It is hereby understood and agreed that the RETURN (Insert "original" or "additional" or "return") Premium of $ 8,604.00

will REDUCE (Insert "be payable in" or "reduce the") 4 installments as outlined in "Schedule of Payments."

SCHEDULE OF PAYMENTS

NO.	DUE DATE OF PAYMENT	BODILY INJURY & PROPERTY DAMAGE LIABILITY EXCEPT AUTO	BODILY INJURY & PROPERTY DAMAGE LIABILITY AUTO	AUTO PHYSICAL DAMAGE		TOTAL
1	1-1-75	19,933.50	12,248.50	4,121.50		36,303.50
2	4-1-75	19,933.50	12,248.50	4,121.50		36,303.50
3	7-1-75	19,933.50	12,248.50	4,121.50		36,303.50
4	10-1-75	19,933.50	12,248.50	4,121.50		36.303.50
5						
6						
7						
8						
9						
10						
11						
12						
TOTALS		79,734.00	48,994.00	16,486.00		14,521.40

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement.

Countersigned by .....

Authorized Agent

2-19-ARG-AVD. MARSH & McLENNAN INC. 252898.

REVISED.

This endorsement forms a part of Policy No. 10 C 653293E issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless another effective date is stated herein.

Effective date

Named Insured and Address

ASSOCIATED METALS & MINERALS CORP.

NY NY

12:01 A. M., standard time at the address of the *named insured* as stated herein.

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

PREMIUM COMPUTATION

IT IS AGREED THAT THE PREMIUM FOR THE COMPREHENSIVE GENERAL LIABILITY AND CONTRACTUAL LIABILITY COVERAGE PARTS SHALL BE COMPUTED AS FOLLOWS:

EST. TOTAL REMUNERATION	RATES PER $100 OF REMUNERATION BI	PD	PREMIUMS. BI	PD
12,248,000	.4304	.2206	52,715.00	27,019.00

IT IS FURTHER AGREED THAT WHEN USED AS A PREMIUM BASE "REMUNERATION" MEANS THE ENTIRE REMUNERATION EARNED DURING THE POLICY PERIOD BY PROPRIETORS AND BY ALL EMPLOYEES OF ALL NAMED INSUREDS WITHOUT EXCEPTIONS AND NOT SUBJECT TO ANY OVERTIME EARNINGS OR LIMITATION OF REMUNERATION RULE OTHERWISE APPLICABLE IN ACCORDANCE WITH THE MANUALS IN USE BY THE COMPANY.

IT IS AGREED THAT THE PREMIUM FOR THE COMPREHENSIVE AUTOMOBILE LIABILITY AUTOMOBILE MEDICAL PAYMENTS AND UNINSURED MOTORISTS COVERAGE PARTS SHALL BE COMPUTED AS FOLLOWS:

EST NUMBER OF UNITS *		RATES PER UNIT	PREMIUMS.
114	BI	294.6306	35,061.00
	PD	99.0492	11,787.00
	MP	8.3714	995.00
	PIP	7.9301	944.00
	UM	8.2105	976.00

IT IS FURTHER AGREED THAT WHEN USED AS A PREMIUM BASE A SEMI-TRAILER SHALL BE EQUAL TO 1/10 OF A UNIT, COMMERCIAL TRL. SHALL BE EQUAL TO ½ OF A UNIT AND SERVICE TRL. SHALL BE EQUAL TO 1/4 OF A UNIT,

TEXAS PREM DISC.	BI	407.00
	PD	236.00
	MP	29.00
	PIP	97.00

IT IS HEREBY AGREED THAT THE PREMIUM FOR AUTOMOBILE PHYSICAL DAMAGE COVERAGE MAY SHALL BE COMPUTED AS FOLLOWS:

VALUE	RATES PER $100 OF VALUE COMP	COLL	PREMIUMS. COMP	COLL
732,000	.4503	1.8019	3,296.00	13,190.00

[illegible] shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other [illegible]

[illegible] be binding unless countersigned by a duly authorized agent of the company, provided that if this endorsement takes [illegible] of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy [illegible] shall constitute valid countersignature of this endorsement.

THE HARTFORD INSURANCE GROUP

Countersigned by

Authorized Agent

Form [illegible] U.S.A. 10/66 NBCU

Named Insured and Address

This endorsement forms a part of Policy No. 10 C 653293E issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless another effective date is stated herein.

Effective date 12:01 A. M., standard time at the address of the *named insured* as stated herein.

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

PREMIUM COMPUTATION

IT IS AGREED THAT THE PREMIUM FOR THE COMPREHENSIVE GENERAL LIABILITY AND CONTRACTUAL LIABILITY COVERAGE PARTS SHALL BE COMPUTED AS FOLLOWS:

EST TOTAL REMUNERATION		RATES PER $100 OF REMUNERATION		PREMIUMS BI	PD
12,248,000	BI	.4304	PD .2206	52715.	27019

IT IS FURTHER AGREED THAT WHEN USED AS A PREMIUM BASE "REMUNERATION" MEANS THE ENTIRE REMUNERATION EARNED DURING THE POLICY PERIOD BY PROPRIETORS AND ALL EMPLOYEES OF ALL NAMED INSUREDS WITHOUT EXCEPTIONS AND NOT SUBJECT TO ANY OVERTIME EARNINGS OR LIMITATION OF REMUNERATION RULE OTHERWISE APPLICABLE IN ACCORDANCE WITH THE MANUALS IN USE BY THE COMPANY.

IT IS AGREED THAT THE PREMIUM FOR THE COMPREHENSIVE AUTOMOBILE LIABILITY AUTOMOBILE MEDICAL PAYMENTS AND UNINSURED MOTORISTS COVERAGE PARTS SHALL BE COMPUTED AS FOLLOWS:

EST NUMBER OF UNITS *		RATES PER UNIT	PREMIUMS
119	BI	352.9126	41,998.00
	PD	117.7833	14,017.00
	MP	9.6972	1,154.00
	PIP	8.2000	975.00
	UM	8.2105	976.00

IT IS FURTHER AGREED THAT WHEN USED AS A PREMIUM BASE A SEMI TRAILER SHALL BE EQUAL TO 1/10 OF A UNIT.

TEXAS PREM DISC	BI	407.00
	PD	236.00
	MP	29.00
	PIP	97.00

IT IS HEREBY AGREED THAT THE PREMIUM FOR AUTOMOBILE PHYSICAL DAMAGE COVERAGE SHALL BE COMPUTED AS FOLLOWS:

	RATES PER $100 OF VALUE		PREMIUM	
	COMP	COLL	COMP	COLL
2005	.7510	1.7179	315.00	12,575.00

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement.

THE HARTFORD
INSURANCE GROUP
HARTFORD, CONNECTICUT

Countersigned by _____ *Authorized Agent*

AL-8-0 C Printed in U. S. A. 10-'66 NBCU

PLAINTIFF'S EXHIBIT 38 -- CASUALTY INSURANCE POLICY (HARTFORD)

USA 88s - 475
(ED. 4-28-71)

PLAINTIFF
EXHIBIT
U. S. DIST. COURT
S. D. OF N. Y.

38-A

FPI-MI—9-24-75-50M-4417

CASUALTY INSURANCE POLICY

THE HARTFORD INSURANCE GROUP

GENERAL POLICY PROVISIONS Form 8117

PLAINTIFF'S EXHIBIT B

PENGAD Bayonne, N.J.

The member company of THE HARTFORD INSURANCE GROUP designated on the Declarations page as the Insurer (a stock insurance company, herein called the company)

In consideration of the payment of the premium, in reliance upon the statements in the declarations made a part hereof and subject to all of the terms of this policy, agrees with the *named insured* as follows:

COVERAGE

Insurance is afforded by the Coverage Parts forming a part hereof, subject to such limits of liability as are stated therein and subject to all the terms of the policy having reference thereto.

SUPPLEMENTARY PAYMENTS

The company will pay, in addition to the applicable limit of liability:

(a) all expenses incurred by the company, all costs taxed against the *insured* in any suit defended by the company and all interest on the entire amount of any judgment therein which accrues after entry of the judgment and before the company has paid or tendered or deposited in court that part of the judgment which does not exceed the limit of the company's liability thereon;

(b) premiums on appeal bonds required in any such suit, premiums on bonds to release attachments in any such suit for an amount not in excess of the applicable limit of liability of this policy, and the cost of bail bonds required of the *insured* because of accident or traffic law violation arising out of the use of any vehicle to which this policy applies, not to exceed $250 per bail bond, but the company shall have no obligation to apply for or furnish any such bonds;

(c) expenses incurred by the *insured* for first aid to others at the time of an accident, for *bodily injury* to which this policy applies;

(d) reasonable expenses incurred by the *insured* at the company's request in assisting the company in the investigation or defense of any claim or suit, including actual loss of earnings not to exceed $25 per day.

DEFINITIONS

When used in this policy (including endorsements forming a part hereof):

"automobile" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads (including any machinery or apparatus attached thereto), but does not include *mobile equipment*.

"bodily injury" means bodily injury, sickness or disease sustained by any person which occurs during the policy period, including death at any time resulting therefrom.

"collapse hazard" includes "structural property damage" as defined herein and *property damage* to any other property at any time resulting therefrom. "Structural property damage" means the collapse of or structural injury to any building or structure due to (1) grading of land, excavating, borrowing, filling, backfilling, tunneling, pile driving, cofferdam work, or caisson work, or (2) moving, shoring, underpinning, raising or demolition of any building or structure or removal or rebuilding of any structural support thereof. The *collapse hazard* does not include *property damage* (1) arising out of operations performed for the *named insured* by independent contractors, or (2) included within the *completed operations hazard* or the *work ground property damage hazard*, or (3) for which liability is assumed by the *insured* under an incidental contract.

"completed operations hazard" includes *bodily injury* and *property damage* arising out of operations or reliance upon a representation or warranty made at any time with respect thereto, but only if the *bodily injury* or *property damage* occurs after such operations have been completed or abandoned and occurs away from premises owned by or rented to the *named insured*. "Operations" include materials, parts or equipment furnished in connection therewith. Operations shall be deemed completed at the earliest of the following times:

(1) when all operations to be performed by or on behalf of the *named insured* under the contract have been completed,

(2) when all operations to be performed by or on behalf of the *named insured* at the site of the operations have been completed, or

(3) when the portion of the work out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Operations which may require further service or maintenance work, or correction, repair or replacement because of any defect or deficiency, but which are otherwise complete, shall be deemed completed.

The *completed operations hazard* does not include *bodily injury* or *property damage* arising out of

(a) operations in connection with the transportation of property, unless the *bodily injury* or *property damage* arises out of a condition in or on a vehicle created by the loading or unloading thereof,

(b) the existence of tools, uninstalled equipment or abandoned or unused materials, or

(c) operations for which the classification stated in the policy or in the company's manual specifies "including completed operations";

"elevator" means any hoisting or lowering device to connect floors or landings, whether or not in service, and all appliances thereon including any car, platform, shaft, hoistway, stairway, runway, power equipment and machinery; but does not include an *automobile* servicing hoist, or a hoist without a platform outside a building if without mechanical power or if not attached to building walls, or a hod or material hoist used in alteration, construction or demolition operations, or an inclined conveyor used exclusively for carrying property or a dumbwaiter used exclusively for carrying property and having a compartment height not exceeding four feet;

"explosion hazard" includes *property damage* arising out of blasting or explosion. The *explosion hazard* does not include *property damage* (1) arising out of the explosion of air or steam vessels, piping under pressure, prime movers, machinery or power transmitting equipment, or (2) arising out of operations performed for the *named insured* by independent contractors, or (3) included within the *completed operations hazard* or the *underground property damage hazard*, or (4) for which liability is assumed by the *insured* under an *incidental contract;*

"incidental contract" means any written (1) lease of premises, (2) easement agreement, except in connection with construction or demolition operations on or adjacent to a railroad, (3) undertaking to indemnify a municipality required by municipal ordinance, except in connection with work for the municipality, (4) sidetrack agreement, or (5) *elevator* maintenance agreement;

"insured" means any person or organization qualifying as an insured in the "Persons Insured" provision of the applicable insurance coverage. The insurance afforded applies separately to each *insured* against whom claim is made or suit is brought, except with respect to the limits of the company's liability;

"mobile equipment" means a land vehicle (including any machinery or apparatus attached thereto), whether or not self-propelled, (1) not subject to motor vehicle registration, or (2) maintained for use exclusively on premises owned by or rented to the *named insured*, including the ways immediately adjoining, or (3) designed for use principally off public roads, or (4) designed or maintained for the sole purpose of affording mobility to equipment of the following types forming an integral part of or permanently attached to such vehicle: power cranes, shovels, loaders, diggers and drills; concrete mixers (other than the mix-in-transit types), graders, scrapers, rollers and other road construction or repair equipment; air-compressors, pumps and generators, including welding, lighting and building cleaning equipment; and geophysical exploration and well servicing equipment;

"named insured" means the person or organization named in Item 1. of the declarations of this policy;

"named insured's products" means goods or products manufactured, sold, handled or distributed by the *named insured* or others trading under his name, including containers therein (other than a vehicle), but "*named insured's products*" shall not include a vending machine or any property other than such container, rented to or located for use of others but not sold;

"occurrence" means an accident, including continuous or repeated exposure to conditions, which results in *bodily injury* or *property damage* neither expected nor intended from the standpoint of the *insured;*

"policy territory" means:

(1) the United States of America, its territories or possessions, or Canada, or

(2) international waters or air space, provided the *bodily injury* or *property damage* does not occur in the course of travel or transportation to or from any other country, state or nation, or

(3) anywhere in the world with respect to damages because of *bodily injury* or *property damage* arising out of a product which was sold for use or consumption within the territory described in paragraph (1) above, provided the original suit for such damages is brought within such territory;

"products hazard" includes *bodily injury* and *property damage* arising out of the *named insured's products* or reliance upon a representation or warranty made at any time with respect thereto, but only if the *bodily injury* or *property damage* occurs away from premises owned by or rented to the *named insured* and after physical possession of such products has been relinquished to others;

"property damage" means (1) physical injury to or destruction of tangible property which occurs during the policy period, including the loss of use thereof at any time resulting therefrom, or (2) loss of use of tangible property which has not been physically injured or destroyed provided such loss of use is caused by an *occurrence* during the policy period;

"underground property damage hazard" includes underground property damage as defined herein and *property damage* to any other property at any time resulting therefrom. "Underground property damage" means *property damage* to wires, conduits, pipes, mains, sewers, tanks, tunnels, any similar property, and any apparatus in connection therewith, beneath the surface of the ground or water, caused by and occurring, during the use of mechanical equipment for the purpose of grading land, paving, excavating, drilling, borrowing, filling, back-filling or pile driving. The *underground property damage hazard* does not include *property damage* (1) arising out of operations performed for the *named insured* by independent contractors, or (2) included within the *completed operations hazard*, or (3) for which liability is assumed by the *insured* under an *incidental contract*.

DESCRIPTION OF TERMS USED AS PREMIUM BASES

When used as a premium basis for:

(a) Comprehensive General Liability Insurance or Owners', Landlords' and Tenants' Liability Insurance, ***"admissions"*** means the total number of persons, other than employees of the *named insured*, admitted to the event covered by the insurance or to events conducted on the premises whether on paid admission tickets, complimentary tickets or passes;

(b) Comprehensive General Liability Insurance; Manufacturers' and Contractors' Liability Insurance; Owners', Landlords' and Tenants' Liability Insurance; Owners' and Contractors' Protective Liability Insurance, ***"cost"*** means the total cost to the *named insured* with respect to operations performed for the *named insured* during the policy period by independent contractors of all work let or sub-let in connection with each specific project, including the cost of all labor, materials and equipment furnished, used or delivered for use in the execution of such work, whether furnished by the owner, contractor or subcontractor, including all fees, allowances, bonuses or commissions made, paid or due;

(c) Comprehensive General Liability Insurance; Manufacturers' and Contractors' Liability Insurance; Owners', Landlords' and Tenants' Liability Insurance or Completed Operations and Products Liability Insurance, ***"receipts"*** means the gross amount of money charged by the *named insured* for such operations by the *named insured* or by others during the policy period as are rated on a receipts basis, other than receipts from telecasting, broadcasting or motion pictures, and includes taxes, other than taxes which the named insured collects as a separate item and remits directly to a governmental division;

(d) Comprehensive General Liability Insurance; Manufacturers' and Contractors' Liability Insurance or Owners', Landlords' and Tenants' Liability Insurance which includes coverage for structural alterations, new construction and demolition operations, ***"remuneration"*** means the entire remuneration earned during the policy period by proprietors and by all employees of the *named insured*, other than chauffeurs (except operators of *mobile equipment*) and aircraft pilots and co-pilots, subject to any overtime earnings or limitation of remuneration rule applicable in accordance with the manuals in use by the Company.

(e) Comprehensive General Liability Insurance or Completed Operations and Products Liability Insurance, ***"sales"*** means the gross amount of money charged by the *named insured* or by others trading under his name for all goods and products sold or distributed during the policy period and charged during the policy period for installation, servicing or repair, and includes taxes, other than taxes which the *named insured* and such others collect as a separate item and remit directly to a governmental division;

(f) Contractual Liability Insurance, ***"cost"*** means the total cost to any indemnitee, with respect to any contract which is insured, of all work let or sub-let in connection with each specific project, including the cost of all labor, materials and equipment furnished, used or delivered for use in the execution of such work, whether furnished by the owner, contractor or the subcontractor, including all fees, allowances, bonuses or commissions made, paid or due;

(g) Garage Insurance, ***"remuneration"*** means (a) the entire remuneration earned during the policy period by each Class A employee and each Class C employee of the *named insured*, subject to an average weekly maximum of $100, and (b) the remuneration of each Class B person at a fixed amount of $2,000 per annum with respect to Dealer Risks (Hazard 1) or $5,200 per annum with respect to Non-Dealer Risks (Hazard 2)

"Class A" means all clerical office employees

"Class B" means all proprietors and officers active in the business and inactive proprietors or officers (other than an inactive proprietor or officer who is a spouse of an active proprietor or officer) who customarily drive an *automobile* owned by the *named insured*, and all salesmen, general managers, service managers and chauffeurs

"Class C" means all other employees.

(h) Comprehensive Automobile Liability Insurance,

(1) ***"cost of hire"*** means the amount incurred for the hire of *automobiles*, including the entire remuneration of each employee of the *named insured* engaged in the operation of such *automobiles* subject to an average weekly maximum remuneration of $100, and for (b) pick-up, transportation or delivery service of property or passengers, other than such services performed by motor carriers which are subject to the security requirements of any motor carrier law or ordinance. The rates for each $100 of ***"cost of hire"*** shall be 5% of the applicable *fixed automobile* rates provided the owner of such *fixed automobile* has purchased Automobile Bodily Injury Liability and Property Damage Liability insurance covering the interest of the *named insured* on a direct primary basis as respects such *automobile* and submits evidence of such insurance to the *named insured;*

(2) ***"Class 1 persons"*** means the following persons, provided their usual duties in the business of the *named insured* include the use of *non-owned automobiles:* (a) all employees, including officers, of the *named insured* compensated for the use of such *automobiles* by salary, commission, terms of employment, or specific operating allowance of any sort, (b) all direct agents and representatives of the *named insured;*

(3) ***"Class 2 employees"*** means all employees, including officers, of the *named insured*, not included in Class 1 persons.

NUCLEAR ENERGY LIABILITY EXCLUSION

This exclusion modifies the provisions of the policy relating to ALL LIABILITY AND MEDICAL PAYMENTS INSURANCE OTHER THAN COMPREHENSIVE PERSONAL AND FARMERS COMPREHENSIVE PERSONAL INSURANCE.

It is agreed that:

I. The policy does not apply:

A. Under any Liability Coverage, to *bodily injury* or *property damage*

(1) with respect to which an *insured* under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

(2) resulting from the hazardous properties of nuclear material and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954 or any law amendatory thereof, or (b) the *insured* is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

B. Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to first aid, to expenses incurred with respect to *bodily injury* resulting from the *hazardous properties* of *nuclear material* and arising out of the operation of a *nuclear facility* by any person or organization.

C. Under any Liability Coverage, to *bodily injury* or *property damage* resulting from the *hazardous properties* of *nuclear material*, if

(1) the *nuclear material* (a) is at any *nuclear facility* owned by, or operated by or on behalf of, an *insured* or (b) has been discharged or dispersed therefrom;

(2) the *nuclear material* is contained in *spent fuel* or *waste* at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an *insured*, or

(3) the *bodily injury* or *property damage* arises out of the furnishing by an *insured* of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any *nuclear facility*, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to *property damage* to such *nuclear facility* and any property thereat.

II. As used in this exclusion:

"hazardous properties" include radioactive, toxic or explosive properties;

"nuclear material" means *source material*, *special nuclear material* or *byproduct material*;

"source material", ***"special nuclear material"***, and ***"byproduct material"*** have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a *nuclear reactor*;

"waste" means any waste material (1) containing *byproduct material* and (2) resulting from the operation by any person or organization of any *nuclear facility* included within the definition of *nuclear facility* under paragraph (a) or (b) thereof;

"nuclear facility" means

(a) any *nuclear reactor*,

(b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing *spent fuel*, or (3) handling, processing or packaging *waste*,

(c) any equipment or device used for the processing, fabricating or alloying of *special nuclear material* if at any time the total amount of such material in the custody of the *insured* at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,

(d) any structure, bin, excavation, premises or place prepared or used for the storage or disposal of *waste*,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

"property damage" includes all forms of radioactive contamination of property.

CONDITIONS

1. Premium All premiums for this policy shall be computed in accordance with the company's rules, rates, rating plans, premiums and minimum premiums applicable to the insurance afforded herein.

Premium designated in this policy as "advance premium" is a deposit premium only which shall be credited to the amount of the earned premium due at the end of the policy period. At the close of each period (or part thereof terminating with the end of the policy period) designated in the declarations as the audit period the earned premium shall be computed for such period and, upon notice thereof to the *named insured*, shall become due and payable. If the total earned premium for the policy period is less than the premium previously paid, the company shall return to the *named insured* the unearned portion paid by the *named insured*.

The *named insured* shall maintain records of such information as is necessary for premium computation, and shall send copies of such records to the company at the end of the policy period and at such times during the policy period as the company may direct.

2. Inspection and Audit The company shall be permitted but not obligated to inspect the *named insured's* property and operations at any time. Neither the company's right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking, on behalf of or for the benefit of the *named insured* or others, to determine or warrant that such property or operations are safe or healthful, or are in compliance with any law, rule or regulation.

The company may examine and audit the *named insured's* books and records at any time during the policy period and extensions thereof and within three years after the final termination of this policy, as far as they relate to the subject matter of this insurance.

3. Financial Responsibility Laws When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, such insurance as is afforded by this policy for *bodily injury* liability or for *property damage* liability shall comply with the provisions of such law to the extent of the coverage and limits of liability required by such law. The *insured* agrees to reimburse the company for any payment made by the company which it would not have been obligated to make under the terms of this policy except for the agreement contained in this paragraph.

4. Insured's Duties in the Event of Occurrence, Claim or Suit

(a) In the event of an *occurrence*, written notice containing particulars sufficient to identify the *insured* and also reasonably obtainable information with respect to the time, place and circumstances thereof, and the names and addresses of the injured and of available witnesses, shall be given by or for the *insured* to the company or any of its authorized agents as soon as practicable.

(b) If claim is made or suit is brought against the *insured*, the *insured* shall immediately forward to the company every demand, notice, summons or other process received by him or his representative.

(c) The *insured* shall cooperate with the company and, upon the company's request, assist in making settlements, in the conduct of suits and enforcing any right of contribution or indemnity against any person or organization who may be liable to the *insured* because of injury or damage with respect to which insurance is afforded under this policy; and the *insured* shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The *insured* shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expense other than for first aid to others at the time of accident.

5. Action Against Company No action shall lie against the company unless, as a condition precedent thereto, there shall have been full compliance with all of the terms of this policy, nor until the amount of the *insured's* obligation to pay shall have been finally determined either by judgment against the *insured* after actual trial or by written agreement of the *insured*, the claimant and the company.

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. No person or organization shall have any right under this policy to join the company as a party to any action against the *insured* to determine the *insured's* liability, nor shall the company be impleaded by the *insured* or his legal representative. Bankruptcy or insolvency of the *insured* or of the *insured's* estate shall not relieve the company of any of its obligations hereunder.

6. Other Insurance The insurance afforded by this policy is primary insurance, except when stated to apply in excess of or contingent upon the absence of other insurance. When this insurance is primary and the *insured* has other insurance which is stated to be applicable to the loss on an excess or contingent basis, the amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.

When both this insurance and other insurance apply to the loss on the same basis, whether primary, excess or contingent, the company shall not be liable under this policy for a greater proportion of the loss than that stated in the applicable contribution provision below:

(a) **Contribution by Equal Shares.** If all of such other valid and collectible insurance provides for contribution by equal shares, the company shall not be liable for a greater proportion of such loss than would be payable if each insurer contributes an equal share until the share of each insurer equals the lowest applicable limit of liability under any one policy or the full amount of the loss is paid, and with respect to any amount of loss not so paid the remaining insurers then continue to contribute equal shares of the remaining amount of the loss until each such insurer has paid its limit in full or the full amount of the loss is paid.

(b) **Contribution by Limits.** If any of such other insurance does not provide for contribution by equal shares, the company shall not be liable for a greater proportion of such loss than the applicable limit of liability under this policy for such loss bears to the total applicable limit of liability of all valid and collectible insurance against such loss.

7. Subrogation In the event of any payment under this policy, the company shall be subrogated to all the *insured's* rights of recovery therefor against any person or organization and the *insured* shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The *insured* shall do nothing after loss to prejudice such rights.

8. Changes Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this policy or estop the company from asserting any right under the terms of this policy; nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part of this policy, signed by an authorized representative of the company.

9. Assignment Assignment of interest under this policy shall not bind the company until its consent is endorsed hereon; if, however, the *named insured* shall die, such insurance as is afforded by this policy shall apply (1) to the *named insured's* legal representative, as the *named insured*, but only while acting within the scope of his duties as such, and (2) with respect to the property of the *named insured*, to the person having proper temporary custody thereof, as *insured*, but only until the appointment and qualification of the legal representative.

10. Three Year Policy If this policy is issued for a period of three years any limit of the company's liability stated in this policy as "aggregate" shall apply separately to each consecutive annual period thereof.

11. Cancellation This policy may be cancelled by the *named insured* by surrender thereof to the company or any of its authorized agents or by mailing to the company written notice stating when thereafter the cancellation shall be effective. This policy may be cancelled by the company by mailing to the *named insured* at the address shown in this policy, written notice stating when not less than ten days thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The time of surrender or the effective date and hour of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the *named insured* or by the company shall be equivalent to mailing.

If the *named insured* cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If the company cancels, earned premium shall be computed pro rata. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

12. Declarations By acceptance of this policy, the *named insured* agrees that the statements in the declarations are his agreements and representations, that this policy is issued in reliance upon the truth of such representations and that this policy embodies all agreements existing between himself and the company or any of its agents relating to this insurance.

In Witness Whereof, the Company has caused this policy to be signed by its President and a Secretary, but the same shall not be binding unless countersigned on the declarations page by a duly authorized agent of the company.

Secretary

1. Each [illegible] page, with GENERAL POLICY PROVISIONS [illegible] MIC, Comm. Policy, and endorsements, if any, issued [illegible] completes the below numbered Casualty Insurance Policy

1-25-AL-AVD

THE HARTFORD INSURANCE GROUP

Co. Code [1] Hartford Fire Insurance Company
[5] Hartford Accident and Indemnity Company
[3] Hartford Casualty Insurance Company

Co. Code [6] New York Underwriters Insurance Company
[7] Twin City Fire Insurance Company

Hartford, Connecticut 06115

The INSURER shall be the Company designated herein by Co. Code: | Co. Code 5 |

POLICY NO. 10 C 646037 E

DECLARATIONS

Previous Policy No. 10 C 643828E

Item:

1. Named Insured and Address → ASSOCIATED METALS & MINERALS CORP. 733 3RD AVE. NEW YORK, NY.

The named insured is: [ ] Individual [ ] Joint Venture [ ] Partnership [X] Corporation [ ] Other

2. Policy Period → From 1-1-74 To 1-1-75

12:01 A.M. [illegible] herein.

Insurance Agency Name and Address: HARSH & MC LEHNAN INC. 252898

Agency Code:

Audit Period: Annual, unless otherwise stated. [ ] Semi-Annual [ ] Quarterly [ ] Monthly

3. The advance premium for this policy is as stated below. Insurance is afforded by the Coverage Parts forming a part hereof, subject to such limits of liability as are stated therein and subject to all the terms of the policy having reference thereto.

SUMMARY OF ADVANCE PREMIUMS

COVERAGE PARTS	ADVANCE PREMIUM
Comprehensive General Liability Insurance	$ 28,000.00
Comprehensive Automobile Liability Insurance	$ 38,000.00
Automobile Medical Payments Insurance	$
Uninsured Motorists Insurance	$
Automobile Physical Damage Insurance	$ 10,000.00
Premises Medical Payments Insurance	$
Contractual Liability Insurance	$
Personal Injury Liability Insurance	$
Garage Insurance	$
	$
	$
TOTAL ADVANCE PREMIUM	$ 76,000.00

Form Numbers of Coverage Parts and endorsements not listed on Coverage Parts forming part of Policy at issue:

PROVISIONAL.

If Policy Period more than one year: Gross Premium $ Discount $ Net Premium $

Premium is payable: On effective date of Policy $ 1st Anniversary $ 2nd Anniversary $

4. Business of the *named insured* is → IRON & STEEL DEALERS.

5. During the past 3 years no Insurer has cancelled insurance, issued to the *named insured*, similar to that afforded hereunder unless otherwise stated herein.

Countersigned by _____

Authorized Agent

Form AL-M-[illegible] Printed in U.S.A.

Named Insured and Address

This endorsement forms a part of Policy No. 10 C 646637 E
Issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless another effective date is stated herein.

Effective date ..... Effective hour is the same as stated in the Declarations of the Policy.

COVERAGE ENDORSEMENT

IT IS AGREED THAT THE INSURANCE COVERAGES AFFORDED BY THIS POLICY SHALL BE THE SAME AS COVERAGES WHICH WERE PROVIDED UNDER EXPIRED POLICY NUMBER 10 C 643828E AND ARE SUBJECT TO THE SAME DECLARATION, COVERAGE PART (S), LIMITS OF LIABILITY, INSURING AGREEMENT(S), EXCLUSIONS AND CONDITIONS OF THE POLICY INCLUDING OTHER ENDORSEMENT(S) OR AGREEMENT(S) ALTERING OR EXTENDING SUCH COVERAGES.

IT IS FURTHER AGREED THAT THE PROVISIONAL PREMIUM AS INDICATED IS SUBJECT TO ADJUSTMENT UPON THE DEVELOPMENT OF ACTUAL PREMIUM BASED ON THE USE OF CURRENT RATES AND EXPERIENCE MODIFICATIONS(S), IF ANY, AS MAY BE APPLICABLE FOR THIS RENEWAL TERM.

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect as of the effective date of the policy and at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement.

THE HARTFORD INSURANCE GROUP
HARTFORD, CONNECTICUT

Countersigned by

Authorized Agent

THE HARTFORD INSURANCE GROUP
HARTFORD, CONNECTICUT

COMPREHENSIVE GENERAL LIABILITY INSURANCE

COVERAGE PART

This Coverage Part forms a part of Policy No. 10 C 346637 issued by THE HARTFORD INSURANCE GROUP Company designated therein, and takes effect as of the effective date of said policy unless otherwise stated herein.

(For use only if this Coverage Part is effective after the effective date of the Policy)
This Coverage Part is effective ..... (at the hour stated in the policy) and forms a part of the above designated policy issued to ASSOCIATED METALS AND MINERALS CORP.

The Company, in consideration of the payment of the premium and subject to all of the provisions of the policy not expressly modified herein, agrees with the *named insured* as follows:

SCHEDULE

The insurance afforded is only with respect to such of the following coverages as are indicated by specific premium charge or charges. The limit of the company's liability against each such coverage shall be as stated herein, subject to all the terms of this policy having reference thereto.

Coverages	Advance Premiums	Limits of Liability
A — Bodily Injury Liability	$	$ 300 ,000 each occurrence
		$ 300 ,000 aggregate
B — Property Damage Liability	$	$ 100 ,000 each occurrence
		$ 100 ,000 aggregate

Rating Classifications Entries herein, except as specifically provided elsewhere in this policy, do not modify any of the other provisions of this policy.	Code No.	Premium Bases	Rates B. I.	Rates P. D.	Advance Premiums B. I.	Advance Premiums P. D.
(a) Premises — Operations		(a) Area (b) Frontage (c) Remuneration (d) Receipts	(a) Per 100 Sq. Ft. of Area (b) Per Linear Foot (c) Per $100 of Remuneration (d) Per $100 of Receipts			
(b) Escalators		(e) Landings	(e) Per Landing			
(c) Independent Contractors		(f) Cost	(f) Per $100 of Cost			
(d) Completed Operations		(g) Receipts	(g) Per $1,000 of Receipts			
(e) Products		(h) Sales	(h) Per $1,000 of Sales			
A) AS PER PREMIUM COMPUTATION FILE						
C) " " " "	"					
E) " " " "	"					

Form Numbers of Endorsements forming part of this Coverage Part at issue:
CG240-0 (LIST)

TOTAL ADVANCE PREMIUMS $ $

If the Policy Period is more than one year, the Premium is Payable:
On effective date of Policy $ 1st Anniversary $ 2nd Anniversary $

The conditions and provisions printed on page CGL-2 and CGL-3 of this form are hereby referred to and made a part hereof.

This Coverage Part shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this Coverage Part takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this Coverage Part.

Countersigned by ..... Authorized Agent

COMPREHENSIVE GENERAL LIABILITY INSURANCE
COVERAGE PART

(continued)

I. COVERAGE A — BODILY INJURY LIABILITY

COVERAGE B — PROPERTY DAMAGE LIABILITY

The company will pay on behalf of the *insured* all sums which the *insured* shall become legally obligated to pay as damages because of

Coverage A — *bodily injury* or

Coverage B — *property damage*

to which this insurance applies, caused by an *occurrence*, and the company shall have the right and duty to defend any suit against the *insured* seeking damages on account of such *bodily injury* or *property damage*, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements.

Exclusions

This insurance does not apply:

(a) to liability assumed by the *insured* under any contract or agreement except an *incidental contract*; but this exclusion does not apply to a warranty of fitness or quality of the *named insured's products* or a warranty that work performed by or on behalf of the *named insured* will be done in a workmanlike manner;

(b) to *bodily injury* or *property damage* arising out of the ownership, maintenance, operation, use, loading or unloading of

(1) any *automobile* or aircraft owned or operated by or rented or loaned to any *insured*, or

(2) any *automobile* or aircraft operated by any person in the course of his employment by any *insured*;

but this exclusion does not apply to the parking of an *automobile* on premises owned by, rented to, controlled by or leased to the *named insured* or the ways immediately adjoining, if such *automobile* is not owned by or rented or loaned to any *insured*;

(c) to *bodily injury* or *property damage* arising out of (1) the ownership, maintenance, operation, use, loading or unloading of any *mobile equipment* while being used in any prearranged or organized racing, speed or demolition contest or in any stunting activity or in practice or preparation for any such contest or activity or (2) the operation of any snowmobile or trailer designed for use therewith;

(d) to *bodily injury* or *property damage* arising out of and in the course of the operation of *mobile equipment* or an *automobile* owned or operated by or rented or loaned to any *insured*;

(e) to *bodily injury* or *property damage* arising out of the ownership, maintenance, operation, use, loading or unloading of

(1) any watercraft owned or operated by or rented or loaned to any *insured*, or

(2) any watercraft operated by any person in the course of his employment by any *insured*;

but this exclusion does not apply to watercraft while ashore on premises owned by, rented to, controlled by or leased to the *named insured*;

(f) to *property damage* arising out of the distribution, exhibition, or use of films, motion pictures, tapes, radio or television programs, videotapes, or other similar material or equipment for purposes of theatrical performances, motion picture photography, television broadcasting or other similar purposes, if such damage, destruction or loss or escape is within the scope of the insurance;

(g) to *bodily injury* or *property damage* due to war, whether or not declared, civil war, insurrection, rebellion or revolution or to any act or condition incident to any of the foregoing, with respect to

(1) liability assumed by the *insured* under an *incidental contract*, or

(2) medical aid under the Supplementary Payments provisions;

(h) to *bodily injury* or *property damage* for which the *insured* or his indemnitee may be held liable

(1) as a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages, or

(2) if not so engaged, as an owner or lessor of premises used for such purposes,

if such liability is imposed

(i) by, or because of the violation of, any statute, ordinance or regulation pertaining to the sale, gift, distribution or use of alcoholic beverages, or

(ii) by reason of the selling, serving or giving of any alcoholic beverage to a minor or to a person under the influence of alcohol or which causes or contributes to the intoxication of any person;

but part (ii) of this exclusion does not apply with respect to liability of the *insured* or his indemnitee as an owner or lessor described in (2) above;

(i) to any obligation for which the *insured* or any carrier as his insurer may be held liable under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law;

(j) to *bodily injury* to any employee of the *insured* arising out of and in the course of his employment by the *insured* or to any obligation of the *insured* to indemnify another because of damages arising out of such injury; but this exclusion does not apply to liability assumed by the *insured* under an *incidental contract*;

(k) to *property damage* to

(1) property owned or occupied by or rented to the *insured*,

(2) property used by the *insured*, or

(3) property in the care, custody or control of the *insured* or as to which the *insured* is for any purpose exercising physical control;

but parts (2) and (3) of this exclusion do not apply with respect to liability under a written sidetrack agreement and part (3) of this exclusion does not apply with respect to *property damage* to elevators arising out of the use thereof at premises owned by, rented to, controlled by or leased to the *named insured*;

(l) to *property damage* to property owned by the *insured* for such part of the loss of such property as any other insurer shall pay;

(m) to loss of use of tangible property which has not been physically injured or destroyed resulting from

(1) a delay in or lack of performance by or on behalf of the *named insured* of any contract or agreement, or

(2) the failure of the *named insured's products* or work performed by or on behalf of the *named insured* to meet the level of performance, quality, fitness or durability warranted or represented by the *named insured*;

but this exclusion does not apply to loss of use of other tangible property resulting from a sudden and accidental physical injury to or destruction of the *named insured's products* or work performed by or on behalf of the *named insured* after such products or work have been put to use by any person or organization other than an *insured*;

(n) to any loss, cost or expense arising out of any demand or order that any *insured* or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, *pollutants*;

(o) to *property damage* to property owned or held for sale by or on behalf of the *named insured* or any joint venture of which the *named insured* is a member, or any property which the *named insured* shall sell or dispose of, but this exclusion does not apply to *property damage* to property of others in the care, custody or control of the *named insured* while being used by the *named insured* in connection with the sale of such property;

(p) to damage established or claimed to have been caused by any failure of any product to perform the function or serve the purpose intended by the manufacturer or supplier, or any breach of implied warranty of fitness, or any breach of express warranty of any product or work known to any partner, officer or employee of the *named insured* to be defective, inadequate or unsuitable, or any breach of warranty that such products or work will be free from defect or deficiency due to any act or omission of the *named insured* or any other person or organization;

(q) to *property damage* included within

(1) the *completed operations hazard* to or resulting from acts or omissions listed in this paragraph by a classification code number which includes the symbol "x",

THE HARTFORD INSURANCE GROUP
HARTFORD CONNECTICUT

COMPREHENSIVE GENERAL LIABILITY INSURANCE

COVERAGE PART

(continued)

(2) the *collapse hazard* in connection with operations identified in this policy by a classification code number which includes the symbol "c",

(3) the *underground property damage hazard* in connection with operations identified in this policy by a classification code number which includes the symbol "u".

II. PERSONS INSURED

Each of the following is an *insured* under this insurance to the extent set forth below:

(a) if the *named insured* is designated in the declarations as an individual, the person so designated but only with respect to the conduct of a business of which he is the sole proprietor, and the spouse of the *named insured* with respect to the conduct of such a business;

(b) if the *named insured* is designated in the declarations as a partnership or joint venture, the partnership or joint venture so designated and any partner or member thereof but only with respect to his liability as such;

(c) if the *named insured* is designated in the declarations as other than an individual, partnership or joint venture, the organization so designated and any executive officer, director or stockholder thereof while acting within the scope of his duties as such;

(d) any person (other than an employee of the *named insured*) or organization while acting as real estate manager for the *named insured*; and

(e) with respect to the operation, for the purpose of locomotion upon a public highway, of *mobile equipment* registered under any motor vehicle registration law,

(i) an employee of the *named insured* while operating any such equipment in the course of his employment, and

(ii) any other person while operating with the permission of the *named insured* any such equipment registered in the name of the *named insured* and any person or organization legally responsible for such operation, but only if there is no other valid and collectible insurance available, either on a primary or excess basis, to such person or organization;

provided that no person or organization shall be an *insured* under this paragraph (e) with respect to:

(1) *bodily injury* to any fellow employee of such person injured in the course of his employment, or

(2) *property damage* to property owned by, rented to, in charge of or occupied by the *named insured* or the employer of any person described in subparagraph (ii).

This insurance does not apply to *bodily injury* or *property damage* arising out of the conduct of any partnership or joint venture of which the *insured* is a partner or member and which is not designated in this policy as a *named insured*.

III. LIMITS OF LIABILITY

Regardless of the number of (1) *insureds* under this policy, (2) persons or organizations who sustain *bodily injury* or *property damage*, or (3) claims made or suits brought on account of *bodily injury* or *property damage*, the company's liability is limited as follows:

Coverage A — The total liability of the company for all damages, including damages for care and loss of services, because of *bodily injury* sustained by one or more persons as the result of any one *occurrence* shall not exceed the limit of *bodily injury* liability stated in the schedule as applicable to "each *occurrence*".

Subject to the above provision respecting "each *occurrence*", the total liability of the company for all damages because of (1) all *bodily injury* included within the *completed operations hazard* and (2) all *bodily injury* included within the *products hazard* shall not exceed the limit of *bodily injury* liability stated in the schedule as "aggregate".

Coverage B — The total liability of the company for all damages because of all *property damage* sustained by one or more persons or organizations as the result of any one *occurrence* shall not exceed the limit of *property damage* liability stated in the schedule as applicable to "each *occurrence*".

Subject to the above provision respecting "each *occurrence*", the total liability of the company for all damages because of all *property damage* to which this coverage applies and described in any of the numbered subparagraphs below shall not exceed the limit of *property damage* liability stated in the schedule as "aggregate":

(1) all *property damage* arising out of premises or operations rented on a remuneration basis or contractor's equipment rented on a receipts basis, including *property damage* for which liability is assumed under any *incidental contract* relating to such premises or operations, but excluding *property damage* included in subparagraph (2) below;

(2) all *property damage* arising out of and occurring in the course of operations performed for the *named insured* by independent contractors and general supervision thereof by the *named insured*, including any such *property damage* for which liability is assumed under any *incidental contract* relating to such operations, but this subparagraph (2) does not include *property damage* arising out of maintenance or repairs at premises owned by or rented to the *named insured* or structural alterations at such premises which do not involve changing the size of or moving buildings or other structures;

(3) all *property damage* included within the *products hazard* and all *property damage* included within the *completed operations hazard*.

Such aggregate limit shall apply separately to the *property damage* described in subparagraphs (1), (2) and (3) above, and under subparagraphs (1) and (2), separately with respect to each project away from premises owned by or rented to the *named insured*.

Coverages A and B — For the purpose of determining the limit of the company's liability, all *bodily injury* and *property damage* arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one *occurrence*.

IV. POLICY TERRITORY

This insurance applies only to *bodily injury* or *property damage* which occurs within the *policy territory*.

MARSH & MC LENNAN INC. 252090

DS11-27-74

ADDITIONAL INSURED
(Vendors Limited Form)

This endorsement forms a part of Policy No. 10 C 646637 issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless another effective date is stated herein.

Named Insured and Address

ASSOCIATED METALS & MINERALS CORP.
N.Y. N.Y.

Effective date 12:01 A. M., standard time at the address of the named insured as stated herein.

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COMPREHENSIVE GENERAL LIABILITY INSURANCE

It is agreed that the "Persons Insured" provision is amended to include any person or organization (herein referred to as "Vendor"), as an Insured, but only with respect to the distribution or sale in the regular course of the Vendor's business of the Named Insured's products subject to the following additional provisions:

1. The insurance with respect to the Vendor does not apply to:
   (a) any express warranty, or any distribution or sale for a purpose, unauthorized by the Named Insured
   (b) bodily injury or property damage arising out of
      (i) any act of the Vendor which changes the condition of the products,
      (ii) any failure to maintain the product in merchantable condition,
      (iii) any failure to make such inspections, adjustments, tests or servicing as the Vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products, or
      (iv) products which after distribution or sale by the Named Insured have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the Vendor;
   (c) bodily injury or property damage occurring within the Vendor's premises.
2. This insurance does not apply to any person or organization, as Insured, from whom the Named Insured has acquired such products or any ingredient, part or container, entering into, accompanying or containing such products.

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement.

THE HARTFORD
INSURANCE GROUP
HARTFORD, CONNECTICUT

Countersigned by

Authorized Agent

Form L-321-0 Printed in U. S. A. 10-'63 (NBCU, C-114)

THE HARTFORD

HARSH & HC LENNAN INC. 252898

DS11-27-74

Named Insured and Address

ASSOCIATED METALS & MINERALS CORP.
N.Y. N.Y.

This endorsement forms a part of Policy No. 10 C 646637 issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless another effective date is stated herein.

Effective date 12:01 A. M., standard time at the address of the named insured as stated herein.

- LOSS PAYEE -

IT IS AGREED THAT THE LOSS PAYEES SHALL BE THOSE DESIGNATED ON THE SCHEDULE OF VEHICLES ON FILE WITH THE COMPANY.

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement.

Countersigned by

Authorized Agent

G-2240-1 A Printed in U. S. A.

THE HARTFORD INSURANCE GROUP
HARTFORD, CONNECTICUT

COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE
COVERAGE PART

E106

MARSH & MC LENNAN INC. 259098
4511-27-76

This Coverage Part forms a part of Policy No. 10 C 646637 issued by THE HARTFORD INSURANCE GROUP Company designated therein, and takes effect as of the effective date of said policy unless otherwise stated herein.

(*For use only if this Coverage Part is effective after the effective date of the Policy*)

This Coverage Part is effective (at the hour stated in the policy) and forms a part of the above designated policy issued to ASSOCIATED METALS AND MINERALS CORP.

The Company, in consideration of the payment of the premium and subject to all of the provisions of the policy not expressly modified herein, agrees with the *named insured* as follows:

SCHEDULE

The insurance afforded is only with respect to such of the following coverages as are indicated by specific premium charge or charges. The limit of the company's liability against each such coverage shall be as stated herein, subject to all the terms of this policy having reference thereto.

Coverages	Advance Premiums	Limits of Liability
C - Bodily Injury Liability	$	$ 500,000 each person
D - Property Damage Liability	$	$ 1,000,000 each occurrence
		$ 100,000 each occurrence

Description of Hazards

1. Owned Automobiles — **Premium Basis — Per Automobile**

Year Model Trade Name	Body Type - Truck Size (Truck Load, Gallonage, Bus Seating Capacity)	Identification No. (I) Serial No. (S) Motor No. (M)	Town and State in which the automobile will be principally garaged	(a) Purpose of Use Classification	Advance Premiums Coverage C	Advance Premiums Coverage D
AS PER SCHEDULE ON FILE WITH COMPANY					AS PER PREMIUM COMPUTATION ENDORSEMENT	

2. Hired Automobiles — **Premium Basis Cost of Hire**

Types Hired (b)	Locations where automobiles will be principally used	Purposes of Use (a)	Estimated Cost of Hire	Rates per $100 Cost of Hire Coverage C	Rates per $100 Cost of Hire Coverage D

3. Non-Owned Automobiles — **Premium Basis Class 1 Persons and Class 2 Employees**

Class 1 Persons	Location of Headquarters of Class 1 Persons and Total Number of such persons at each location	Rates Per Person Coverage C	Rates Per Person Coverage D

Class 2 Employees Estimated Average Number	Location of Headquarters of Class 2 Employees	Rates Per Employee Coverage C	Rates Per Employee Coverage D

Form Numbers of Endorsements forming part of this Coverage Part at issue:

TOTAL ADVANCE PREMIUMS	$	$

The conditions and provisions printed on page CAL-2 of this form are hereby referred to and made a part hereof.

This Coverage Part shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this Coverage Part takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this Coverage Part.

(a) *P&B - Pleasure and Business; C - Commercial*
(b) *PP - Private Passenger Automobile; C - Commercial Automobile*

Countersigned by

Authorized Agent

I. COVERAGE C—BODILY INJURY LIABILITY

COVERAGE D—PROPERTY DAMAGE LIABILITY

The company will pay on behalf of the *insured* all sums which the *insured* shall become legally obligated to pay as damages because of

Coverage C, *bodily injury* or

Coverage D, *property damage*

to which this insurance applies, caused by an *occurrence* and arising out of the ownership, maintenance or use, including loading and unloading, of any *automobile*, and the company shall have the right and duty to defend any suit against the *insured* seeking damages on account of such *bodily injury* or *property damage*, even if any of the allegations of the suit are groundless, false or fraudulent, and may make investigation and settlement of any claim or suit as may be deemed expedient by the company, but the company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements.

Exclusions

This insurance does not apply:

(a) to liability assumed by the *insured* under any contract or agreement;

(b) to any obligation for which the *insured* or any carrier as his insurer may be held liable under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law;

(c) to *bodily injury* to any employee of the *insured* arising out of and in the course of his employment by the *insured* or to any obligation of the *insured* to indemnify another because of damages arising out of such injury, but this exclusion does not apply to any such injury arising out of and in the course of domestic employment by the *insured* unless benefits therefor are in whole or in part either payable or required to be provided under any workmen's compensation law;

(d) to *property damage* to

(1) property owned or being transported by the *insured*, or

(2) property rented to or in the care, custody or control of the *insured*, or as to which the *insured* is for any purpose exercising physical control, other than *property damage* to a residence or private garage by a *private passenger automobile* covered by this insurance;

(e) to *bodily injury* or *property damage* due to war, whether or not declared, civil war, insurrection, rebellion or revolution or to any act or condition incident to any of the foregoing, with respect to coverage for Medical Payments under the Supplementary Payments provision.

(f) to *bodily injury* or *property damage* arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water; but this exclusion does not apply if such discharge, dispersal, release or escape is sudden and accidental.

II. PERSONS INSURED

Each of the following is an *insured* under this insurance to the extent set forth below:

(a) the *named insured*;

(b) any partner or executive officer thereof, but with respect to a *non-owned automobile* only while such *automobile* is being used in the business of the *named insured*;

(c) any other person while using an *owned automobile* or a *hired automobile* with the permission of the *named insured*, provided his actual operation or (if he is not operating) his other actual use thereof is within the scope of such permission, but with respect to *bodily injury* or *property damage* arising out of the loading or unloading thereof, such other person shall be an *insured* only if he is:

(1) a lessee or bailee of the *automobile*, or

(2) an employee of the *named insured* or of such lessee or bailee;

(d) any other person or organization but only with respect to his or its liability because of acts or omissions of an *insured* under (b), (b) or (c) above.

None of the following is an *insured*:

(i) any person while engaged in the business of his employer with respect to *bodily injury* to any fellow employee of such person injured in the course of his employment;

(ii) the owner or lessee (of whom the *named insured* is a subsidiary) of a *hired automobile* or the owner of a *non-owned automobile*, or any agent or employee of any such owner or lessee;

(iii) any executive officer with respect to an *automobile* owned by him or by a member of his household;

(iv) any person or organization, other than the *named insured*, with respect to:

(1) a motor vehicle while used with any *trailer* owned or hired by such person or organization and not covered by like insurance in the company (except a *trailer* designed for use with a *private passenger automobile* and not used for business purposes with a motor truck or other vehicle), or

(2) a *trailer* while used with any motor vehicle owned or hired by such person or organization and not covered by like insurance in the company;

(v) any [illegible] *automobile* operated by the *named insured*.

This insurance does not apply to *bodily injury* or *property damage* arising out of (1) a *non-owned automobile* used in the conduct of any partnership or joint venture of which the *insured* is a partner or member and which is not designated in this policy as a *named insured*, or (2) if the *named insured* is a partnership, an *automobile* owned by or registered in the name of a partner thereof.

III. LIMITS OF LIABILITY

Regardless of the number of (1) *insureds* under this policy, (2) persons or organizations who sustain *bodily injury* or *property damage*, (3) claims made or suits brought on account of *bodily injury* or *property damage* or (4) *automobiles* to which this policy applies, the company's liability is limited as follows:

Coverage C—The limit of *bodily injury* liability stated in the schedule as applicable to "each person" is the limit of the company's liability for all damages, including damages for care and loss of services, because of *bodily injury* sustained by one person as the result of any one *occurrence*; but subject to the above provision respecting "each person", the total liability of the company for all damages, including damages for care and loss of services, because of *bodily injury* sustained by two or more persons as the result of any one *occurrence* shall not exceed the limit of *bodily injury* liability stated in the schedule as applicable to "each *occurrence*".

Coverage D—The total liability of the company for all damages because of all *property damage* sustained by one or more persons or organizations as the result of any one *occurrence* shall not exceed the limit of *property damage* liability stated in the schedule as applicable to "each *occurrence*".

Coverages C and D—For the purpose of determining the limit of the company's liability, all *bodily injury* and *property damage* arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one *occurrence*.

IV. POLICY PERIOD; TERRITORY

This insurance applies only to *bodily injury* or *property damage* which occurs within the territory described in paragraph (1) or (2) of the definition of *policy territory*.

V. ADDITIONAL DEFINITIONS

When used in reference to this insurance (including endorsements forming a part of the policy):

"*automobile business*" means the business or occupation of selling, repairing, servicing, storing or parking *automobiles*;

"*hired automobile*" means an *automobile* not owned by the *named insured* which is used under contract in behalf of, or loaned to, the *named insured*, provided such *automobile* is not owned by or registered in the name of (a) a partner or executive officer of the *named insured* or (b) an employee or agent of the *named insured* who is furnished an operating allowance of any sort for the use of such *automobile*;

"*non-owned automobile*" means an *automobile* which is neither an *owned automobile* nor a *hired automobile*;

"*owned automobile*" means an *automobile* owned by the *named insured*;

"*private passenger automobile*" means a four wheel private passenger or station wagon type *automobile*;

"*trailer*" includes semi-trailer but does not include *mobile equipment*.

VI. ADDITIONAL CONDITION

Excess Insurance—Hired and Non-Owned Automobiles

With respect to a *hired automobile* or a *non-owned automobile*, this insurance shall be excess insurance over any other valid and collectible insurance available to the *insured*.

E108

THE HARTFORD

Automobile Medical Payments Insurance Coverage Part

MARSH & MC LENNAN INC. 252698

This Coverage Part forms a part of Policy No. 10 C 646637 issued by THE HARTFORD INSURANCE GROUP Company designated therein, and takes effect as of the effective date of said policy unless otherwise stated herein.

6-27-74

(For use only if this Coverage Part is effective after the effective date of the Policy)

This Coverage Part is effective ..... (at the hour stated in the policy) and forms a part of the above designated policy issued to ASSOCIATED METALS AND MINERALS CORP.

The Company, in consideration of the payment of the premium and subject to all of the provisions of the policy not expressly modified herein, agrees with the *named insured* as follows:

SCHEDULE

The insurance afforded is with respect to the following coverage as indicated by specific premium charge or charges. The limit of the company's liability against such coverage shall be as stated herein, subject to all the terms of this policy having reference thereto.

Coverages	Advance Premium	Limits of Liability
F -- Automobile Medical Payments	$ INCLUDED	$ 5,000 each person

Designation of Automobiles—Division 1

(1) ☐ Any *owned automobile*

(2) ☐ Any *hired automobile*

(3) ☐ Any licensed *owned private passenger automobile*

(4) ☐ Any *automobile* described in the schedule and designated "M.P."

(5) ☐ Any *non-owned automobile*

(6) ☐ .....

Designated Person Insured--Division 2

Advance Premium

$

$

$

Form Numbers of Endorsements forming part of this Coverage Part at issue .....

The conditions and provisions printed on page AMP-2 of this form are hereby referred to and made a part hereof.

This Coverage Part shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this Coverage Part takes effect on the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this Coverage Part.

Countersigned by

Authorized Agent

I. COVERAGE F—AUTOMOBILE MEDICAL PAYMENTS

The company will pay all reasonable *medical expense* incurred within one year from the date of the accident:

Division 1. to or for each person who sustains *bodily injury*, caused by accident, while *occupying a designated automobile* which is being used by a person for whom *bodily injury* liability insurance is afforded under this policy with respect to such use;

Division 2. [illegible] *bodily injury*, caused by accident, while *occupying* or, while a pedestrian, though being struck by a *highway vehicle*.

Exclusions

This insurance does not apply:

(a) to *bodily injury* to any person or *insured* while employed or otherwise engaged in duties in connection with an *automobile business*, if benefits therefore are in whole or in part either payable or required to be provided under any workmen's compensation law;

(b) [illegible] to any, whether or not deferred, [illegible] or to any one or more [illegible] of the foregoing;

(c) [illegible] to *bodily injury* to any employee of the person [illegible] the course of the employee's employment by [illegible] to be provided under any workmen's [illegible];

(d) [illegible] to *bodily injury* sustained while *occupying* a [illegible] owned by any *insured*, or furnished for the regular use of any *insured* by any person or organization other than the [illegible] *insured*.

II. [illegible] INSURED—DIVISION 2.

Each of the following is an *insured* under this insurance to the extent set forth below:

(a) any person designated as *insured* in the schedule;

(b) while residents of the same household as such designated person, his spouse and the relatives of either;

and if such designated person shall die, any person who was an *insured* at the time of such death shall continue to be an *insured*.

III. [illegible] LIABILITY

[illegible] of (1) persons or organizations who are [illegible], (2) persons who are in *bodily injury*, (3) [illegible] of *bodily injury* or (4) [illegible] this policy applying the limit of liability [illegible] applicable to "each person" [illegible] liability for [illegible] *bodily injury* as defined [illegible].

[illegible] medical payments coverage afforded by this [illegible], the company shall not be liable for more than [illegible] applicable limit of liability.

IV. ADDITIONAL DEFINITIONS

The additional definitions applicable to automobile bodily injury liability insurance also apply to this insurance; and when used in reference to this insurance (including endorsements forming a part of the policy):

"*designated automobile*" means an *automobile* designated in the schedule and includes:

(a) an *automobile* not owned by the *named insured* while temporarily used as a substitute for [illegible] while [illegible] from normal use for servicing, repair or loss of its transportation, loss or destruction; and

(b) a trailer designed for use with a *private passenger automobile*, if not being used for business purposes with another type *automobile* and if not a home, office, store, display or passenger trailer;

"*highway vehicle*" means a land motor vehicle or trailer other than

(a) a farm type tractor or other equipment designed for use principally off public roads, while not upon public roads,

(b) a vehicle operated on rails or crawler-treads, or

(c) a vehicle while located for use as a dwelling or place of business;

"*medical expense*" means expenses for medical, surgical, [illegible] and dental services, including prosthetic devices, and [illegible] hospital, professional nursing and funeral services;

"[illegible]"

V. [illegible] INSURANCE

This insurance applies only to accidents which occur during the policy period in the territory described in paragraph V (1) or (2) of the definition of "*policy territory*".

VI. ADDITIONAL CONDITIONS

A. Medical Reports; Proof and Payment of Claim

As soon as practicable the injured person or someone on his behalf shall give to the company written proof of claim, under oath if required, and shall, after each request from the company, execute authorization to enable the company to obtain medical reports and copies of records. The injured person shall submit to physical examination by physicians selected by the company when and as often as the company may reasonably require. The company may pay the injured person or any person or organization rendering the services and such payment shall reduce the amount payable hereunder for such injury. Payment hereunder shall not constitute an admission of liability of any person or, except hereunder, of the company.

B. Excess Insurance

[illegible] with respect to a [illegible] automobile, the insurance under Division 1 shall be excess insurance over any other valid and collectible [illegible] insurance, and the [illegible] automobile medical payments insurance.

[illegible] Division 2 shall be excess insurance over any other valid and collectible automobile medical payments or automobile medical expense insurance available to the *insured* under any other policy.

C. Non-Applicability of Subrogation Condition

The Subrogation Condition does not apply to the Automobile Medical Payments Coverage.

(continued)

I. COVERAGE AGREEMENTS

1. The company will pay for *loss* to *covered automobiles*, under:

Coverage O-Comprehensive—from any cause except *collision;* but, for the purpose of this Coverage, breakage of glass and *loss* caused by missiles, falling objects, fire, theft or larceny, windstorm, hail, earthquake, explosion, riot or civil commotion, malicious mischief or vandalism, water, flood, or colliding with a bird or animal, shall not be deemed *loss* caused by *collision;*

Coverage P-Collision—caused by *collision;*

Coverage Q-Fire, Lightning or Transportation—caused by

(a) fire or lightning,

(b) smoke or smudge due to a sudden, unusual and faulty operation of any fixed heating equipment serving the premises in which the *covered automobile* is located, or

(c) the stranding, sinking, burning, collision or derailment of any conveyance in or upon which the *covered automobile* is being transported;

Coverage R-Theft—caused by theft or larceny;

Coverage S-Windstorm, Hail, Earthquake or Explosion—caused by windstorm, hail, earthquake or explosion;

Coverage T-Combined Additional—caused by

(a) windstorm, hail, earthquake or explosion,

(b) riot or civil commotion,

(c) the forced landing or falling of any aircraft or its parts or equipment,

(d) malicious mischief or vandalism,

(e) flood or rising waters, or

(f) external discharge or leakage of water;

provided that, with respect to each *covered automobile*,

(i) under the Comprehensive Coverage (except as to *loss* from any of the causes described in the Fire, Lightning or Transportation Coverage) and under the Collision Coverage, such payment shall be only for the amount of each *loss* in excess of the deductible amount, if any, stated in the schedule as applicable thereto;

(ii) under the Combined Additional Coverage, $25 shall be deducted from the amount of each *loss* caused by malicious mischief or vandalism.

2. The company will pay, under:

Coverage V-Towing—for towing and labor costs necessitated by the disablement of *covered automobiles*, provided the labor is performed at the place of disablement.

3. Supplementary Payments: In addition to the applicable limit of liability, the company will:

(a) with respect to such transportation insurance as is afforded herein, pay general average and salvage charges for which the *named insured* becomes legally liable;

(b) reimburse the *covered insured*, in the event of a theft covered by this insurance of an entire *covered automobile* of the *private passenger type* (not used as a public or livery conveyance and not, at time of theft, being held for sale by an automobile dealer), for expenses incurred for the rental of a substitute for such *covered automobile* during the period commencing 24 hours after such theft has been reported to the company and the police and terminating, regardless of expiration of the policy period, when such *covered automobile* is returned to use or the company pays for the *loss*; but, as to any one such theft, such reimbursement shall not exceed $10 for any one day nor $300 total.

4. [illegible] insurance as is afforded under each Coverage applies separately to each *covered automobile*, and [illegible] which and one or more [illegible] shall be held to be [illegible] respect limits of liability or any deductibles provisions applicable thereto.

Exclusions

This insurance does not apply:

(a) to any *covered automobile* while used as a public or livery conveyance, unless such use is specifically declared and described in the schedule;

(b) to damage which is due and confined to:

(i) wear and tear, or

(ii) freezing, or

(iii) mechanical or electrical breakdown or failure,

unless such damage is the result of other *loss* covered by this insurance;

(c) to tires, unless

(i) *loss* be coincident with and from the same cause as other *loss* covered by this insurance; or

(ii) damaged by fire, by malicious mischief or vandalism, or stolen and, as to the *covered automobile*, *loss* caused by such damage or theft is covered by this insurance;

(d) to *loss* due to

(i) war, whether or not declared, civil war, insurrection, rebellion or revolution, or to any act or condition incident to any of the foregoing;

(ii) radioactive contamination;

(e) to *loss* to

(i) any device or instrument designed for the recording, reproduction, or recording and reproduction of sound unless such device or instrument is permanently installed in the *covered automobile;*

(ii) any tape, wire, record disc or other medium for use with any device or instrument designed for the recording, reproduction, or recording and reproduction of sound;

(f) to *loss* to a *camper body* designed for use with a *covered automobile* and not designated in the schedule and for which no premium has been charged if such *camper body* was owned at the inception of the policy period or the inception of any renewal or extension period thereof;

(g) under the Comprehensive and Theft Coverages, to loss or damage due to conversion, embezzlement or secretion by any person in possession of a *covered automobile* under a bailment lease, conditional sale, purchase agreement, mortgage or other encumbrance;

(h) under the Collision Coverage, to breakage of glass if insurance with respect to such breakage is otherwise afforded herein;

(i) under the Windstorm, Hail, Earthquake or Explosion and Combined Additional Coverages, to *loss* resulting from rain, snow or sleet, whether or not wind-driven.

II. LIMIT OF LIABILITY

1. The limit of the company's liability for *loss* to any one *covered automobile* shall not exceed the least of the following amounts:

(a) the actual cash value of such *covered automobile*, or if the *loss* is to a part thereof the actual cash value of such part, at time of *loss;* or

(b) what it would then cost to repair or replace such *covered automobile* or part thereof with other of like kind and quality, with deduction for depreciation; or

(c) the limit of liability stated in the schedule as applicable to "each *covered automobile*" under the Coverage afforded for the *loss* to such *covered automobile*, provided that if such limit of liability is expressed as a stated amount it shall, with respect to a *covered automobile* newly acquired during the policy period and not described in the schedule, be deemed as having been replaced by "actual cash value";

and subject to the above provisions, shall not in any event exceed the amount, if any, stated in the schedule as the "maximum limit of liability" applicable to "any one *covered automobile*".

2. The total limit of the company's liability for all *loss* directly attributable to a single happening out of which *loss* occurs shall not exceed:

(a) as to all *covered automobiles* at any one location, the amount, if any, stated in the schedule as the "maximum limit of liability" applicable thereto, subject to the above provisions respecting any one *covered automobile;*

(b) as to all *covered automobiles*, the amount, if any, stated in the schedule as the "maximum limit of liability" applicable thereto, subject to the above provisions respecting (i) any one *covered automobile* and (ii) any one location.

MARSH & MC LENNAN INC. 252898

Automobile Physical Damage Insurance (Fleet Automatic) Coverage Part

HB

9511-27-74

E109a

THE HARTFORD

This Coverage Part forms a part of Policy No. 10 C 646637 issued by THE HARTFORD INSURANCE GROUP Company designated therein, and takes effect as of the effective date of said policy unless otherwise stated herein.

(For use only if this Coverage Part is effective after the effective date of the Policy)

This Coverage Part is effective ..... (at the hour stated in the policy) and forms a part of the above designated policy issued to .....

The Company, in consideration of the payment of the premium and subject to all of the provisions of the policy not expressly modified herein, agrees with the *named insured* as follows:

Items

SCHEDULE

1. (a) The insurance afforded is only with respect to such of the following coverages as are indicated by specific premium charge or charges and, under each such coverage, applies only to such *covered automobiles* as are indicated, by entry herein, of one or more of the designating numerals for that purpose appearing in division (b) of this Item. The limit of the company's liability against each such coverage shall be as stated herein, subject to all the terms of this insurance having reference thereto.

Coverages	★Covered Automobiles	Limit of Liability — each *covered automobile*: Amount or "ACV" (Actual Cash Value)	Deductible	"S" entered below means: "As separately stated in the Schedule of Covered Automobiles made a part hereof"	Advance Premiums
O. Comprehensive	CA- 5	ACV	$ 50		$ AS PER
	CA-		$		
P. Collision	CA- 5	ACV	$ 100	PRIVATE PASSENGER VEH.	$ PREMIUM
	CA-		$ 250	COMMERCIAL VEHICLES	
Q. Fire, Lightning or Transportation	CA-				$ COMPUTAT
	CA-				
R. Theft	CA-				$
	CA-				
S. Windstorm, Hail, Earthquake or Explosion	CA-				$ ENDORSEME
	CA-				
T. Combined Additional	CA-				$
	CA-				
V. Towing (Not available in California)	CA-	$25 for each disablement			$
	CA-				

Form Numbers of Endorsements forming part of this Coverage Part at issue:

Maximum Limit of Liability		Advance Premium for Endorsements	$
$ ACV	Any one *covered automobile*		
$ ACV	All *covered automobiles* at any one location	TOTAL ADVANCE PREMIUMS	$
$ ACV	All *covered automobiles*		

Records to be submitted ("M" = monthly; "Q" = quarterly; "S" = semi-annually): .....

(b) Explanation of above entries designating the *covered automobiles* to which this insurance applies, under each Coverage afforded:

★ CA-1 = all *covered automobiles*
CA-2 = all registered *covered automobiles*
CA-3 = all *covered automobiles* of the *private passenger type*
CA-4 = all *covered automobiles* of the *commercial type*
CA-5 = the *covered automobiles* described in the Schedule of Covered Automobiles made a part hereof (including newly acquired vehicles, subject to the provisions of paragraph (b) of the "*covered automobile*" definition)

When also entered with CA-1, 2, 3 or 4:
6 = excluding vehicles leased to the *named insured*
7 = excluding under Collision Coverage, any vehicle not having an actual cash value of at least $.....

2. Schedule of Covered Automobiles as of effective date of this insurance
(a) Description; (b) Facts Respecting Purchase; (c) Limit of Liability (if not stated in Item 1 above), Rates, Advance Premiums

AUTO No.	(a) Year Model Trade Name	Body Type - Capacity (Truck Load, Gallonage, Bus Seating)	Identification No. (I), Serial No. (S), Motor No. (M)	No. of Cyls. Model	Principally garaged in (Town, State)	*Purpose of Use	Classification
1							
2	AS PER SCHEDULE ON FILE WITH COMPANY						

AUTO No.	(b) List Price	Actual Cost	Purchased Mo./Yr. New (N); Used (U)	Rating Symbol
1				
2				

Any *loss* under Coverages other than Towing is payable as interest may appear to the *named insured* and the Loss Payee named below:

(c) Limit of Liability each *covered automobile* described in (a) above and covered for:

AUTO No.	Coverages other than Collision Enter: Amt. or "ACV"	Deductible	Collision Enter: "ACV"	Deductible	Rates	Advance Premiums Cov. O	Cov. P	Cov. Q	Cov. R	Cov. S	Cov. T	Cov. V
1		$		$		$	$	$	$	$	$	$
2		$		$		$	$	$	$	$	$	$
	"ACV" means Actual Cash Value				Totals	$	$	$	$	$	$	$

3. Except with respect to bailment lease, conditional sale, purchase agreement, mortgage or other encumbrance, the *named insured* is the sole owner of every *covered automobile* designated above as covered under this insurance, unless otherwise stated herein.

The provisions printed on pages PHF-2, PHF-3 and PHF-4 of this form are hereby referred to and made a part hereof.

This Coverage Part shall be binding unless countersigned by a duly authorized agent of the company, provided that if this Coverage Part takes effect after the effective date of the policy and, at issuance said policy forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this Coverage Part.

* Public Vehicle and Exhibition Cars Excluded

Countersigned by .....

Authorized Agent

A-3011-1 Copyright, U.S.A. (ISO, Inc.) 1960 PHF-1

Automobile Physical Damage Insurance (Fleet Automatic) Coverage Part

THE HARTFORD

(*continued*)

III. POLICY PERIOD; TERRITORY; PURPOSES OF USE

This insurance applies only to *loss* which occurs during the policy period, while the *covered automobile* is within the United States of America, its territories or possessions, or Canada, or is being transported between ports thereof and, if a *covered automobile* described in the schedule, is maintained and used for the purposes stated therein as applicable thereto.

IV. ADDITIONAL DEFINITIONS

When used in reference to this insurance (including endorsements forming a part of the policy):

"*camper body*" means a body designed to be mounted upon a *covered automobile* and equipped as sleeping or living quarters;

"*collision*" means (i) collision of a *covered automobile* with another object or with a vehicle to which it is attached, or (ii) upset of such *covered automobile;*

"*commercial type*" means

(i) a land motor vehicle of the truck, pick-up, express, sedan or panel delivery type, including truck-type tractors, trailers and semitrailers, used for the transportation or delivery of goods or merchandise or for other business purposes, or

(ii) an altered *private passenger type* vehicle used for retail or wholesale delivery;

"*covered automobile*" means a land motor vehicle, trailer or semitrailer, including its equipment and other equipment permanently attached thereto (but not including robes, wearing apparel or personal effects), which is either

(a) designated in the schedule, by description or otherwise, as a *covered automobile* to which this insurance applies and is:

(i) owned by the *named insured*, or

(ii) leased to the *named insured* for a term of not less than one year under an agreement expressly prohibiting any right of the lessor or owner to use such vehicle during the term of such lease except either as an operator employed by the *named insured* or for its repair or exchange; or

(b) if not so designated, such vehicle is newly acquired by the *named insured* during the policy period provided, however, that:

(i) it replaces a described *covered automobile*, or as of the date of its delivery this insurance applies to all *covered automobiles*, and

(ii) the *named insured* notifies the company within 30 days following such delivery date;

but "*covered automobile*" does not include a vehicle owned by or registered in the name of any individual partner or executive officer of the *named insured*, unless specifically stated otherwise by endorsement forming a part of the policy;

"*loss*" means direct and accidental loss or damage;

"*private passenger type*" means a 4-wheel land motor vehicle of the private passenger or station wagon type;

as to "*purposes of use*":

"*commercial*" means use principally in the business occupation of the *named insured* as stated in the declarations, including occasional use for personal, pleasure, family and other business purposes;

"*pleasure and business*" means personal, pleasure, family and business use.

V. CONDITIONS

None of the Conditions of the policy shall apply to this insurance except "Premium", "Inspection and Audit", "Subrogation", "Changes", "Assignment", "Cancellation", and "Declarations". This insurance shall also be subject to the following additional Conditions:

1. Named Insured's Duties in Event of Loss

In the event of *loss* the *named insured* shall:

(a) protect the *covered automobile*, whether or not this insurance applies to the *loss*, and any further loss or damage due to the *named insured's* failure to protect shall not be recoverable under this insurance; reasonable expenses incurred in affording such protection shall be deemed incurred at the company's request;

(b) give notice thereof as soon as practicable to the company or any of its authorized agents and also, in the event of theft or larceny, to the police;

(c) file with the company, within 91 days after *loss*, his sworn proof of *loss* in such form and including such information as the company may reasonably require and, upon the company's request, shall exhibit the damaged property and submit to examination under oath;

(d) cooperate with the company and, upon the company's request, shall assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the *named insured* because of *loss* with respect to which this insurance applies; and shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses;

but the *named insured* shall not, except at his own cost, voluntarily make any payment, assume any obligation, offer or pay any reward for recovery of stolen property or incur any expense other than as specifically provided in this insurance.

2. Payment for Loss

With respect to any *loss* covered by this insurance, the company may pay for said *loss* in money, or may:

(a) repair or replace the damaged or stolen property, or

(b) return at its expense any stolen property to the *named insured*, with payment for any resultant damage thereto, at any time before the *loss* is so paid or the property is so replaced, or

(c) take all or any part of the damaged or stolen property at the agreed or appraised value,

but there shall be no abandonment to the company.

3. Appraisal

If the *named insured* and the company fail to agree as to the amount of *loss*, either may, within 60 days after proof of *loss* is filed, demand an appraisal of the *loss*. In such event the *named insured* and the company shall each select a competent appraiser, and the appraisers shall select a competent and disinterested umpire. The appraisers shall state separately the actual cash value and the amount of *loss* and failing to agree shall submit their differences to the umpire. An award in writing of any two shall determine the amount of *loss*. The *named insured* and the company shall each pay its chosen appraiser and shall bear equally the other expenses of the appraisal and umpire.

The company shall not be held to have waived any of its rights by any act relating to appraisal.

4. Action Against Company

No action shall lie against the company unless, as a condition precedent thereto, there shall have been full compliance with all the terms of this insurance nor until 30 days after proof of *loss* is filed and the amount of *loss* is determined as provided in this insurance.

(*continued*)

5. Other Insurance

If the *named insured* has other insurance against a *loss* covered by this insurance, the company shall not be liable under this insurance for a greater proportion of such *loss* than the applicable limit of liability stated in the schedule bears to the total applicable limit of liability of all valid and collectible insurance against such *loss;* provided, however, with respect to any *covered automobile* newly acquired during the policy period and not described in the schedule, this insurance shall not apply to any *loss* against which the *named insured* has other valid and collectible insurance.

6. No Benefit to Bailee

None of the provisions of this insurance shall inure directly or indirectly to the benefit of any carrier or other bailee for hire.

7. Terms of Insurance Conformed to Statute

Terms of this insurance which are in conflict with the statutes of the state wherein this insurance is issued are hereby amended to conform to such statutes.

STATE EXCEPTIONS

KANSAS — If this insurance is issued in the State of Kansas, the following applies:

1. In the "Named Insured's Duties in Event of Loss" Condition, paragraph (a) is amended to read:

   "(a) use every reasonable means to protect the *covered automobile* (whether or not this insurance applies to the *loss*) from further *loss;* reasonable expenses incurred in affording such protection shall be deemed incurred at the company's request;"

2. In the "Appraisal" Condition, the term "30 days" is substituted for "60 days".

NORTH CAROLINA — If this insurance is issued in the State of North Carolina, the following applies:

Proofs of Loss — The failure of the *named insured* to furnish proofs of *loss* as required by the terms of this insurance shall not debar him from recovery hereunder unless within fifteen (15) days after receipt of notice of *loss* the company or its representatives shall provide the *named insured* with a blank or blanks in duplicate, in the form approved by the Insurance Commissioner, to be used for the purpose of making such proofs of *loss*.

USE OF OTHER AUTOMOBILES COVERAGE — LIMITED FORM

MARSH & MC LENNAN INC. 252098

06 11-27-74

This endorsement forms a part of Policy No. 10 C 646637 issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless another effective date is stated herein.

Named Insured and Address

ASSOCIATED METALS AND MINERALS CORP.

N.Y. N.Y.

Effective date ..... 12:01 A. M., standard time at the address of the *named insured* as stated herein

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE
AUTOMOBILE MEDICAL PAYMENTS INSURANCE

The insurance afforded because of the naming herein of any individual is only with respect to such and so many of the following coverages as are indicated by specific premium charge or charges for such person.

Name of Individual	Status (Enter relationship, "Partner" or "Employee")	Occupation	Premium		
			Bodily Injury Liability	Property Damage Liability	Automobile* Medical Payments
AS PER SCHEDULE	EMPLOYEES DESIGNATED ON SCHEDULE			INCLUDED	

It is agreed that such insurance as is afforded by the policy, under the *bodily injury* liability and *property damage* liability coverages and division 1 of the Automobile Medical Payments coverage, with respect to any *owned private passenger automobile* covered under the policy also applies with respect to any other *automobile*, subject to the following additional provisions:

1. **Persons Insured**
   Each of the following is an *insured* under the *bodily injury* liability and *property damage* liability insurance afforded under this endorsement to the extent set forth herein:
   (a) each individual named above and, while a resident of the same household, the spouse of such individual; and
   (b) any other person or organization, not owning or hiring the *automobile*, but only with respect to his or its liability because of acts or omissions of an *insured* under (a) above.

2. **Exclusions**
   This insurance does not apply:
   (a) to any *insured* while engaged in the business of his employer with respect to *bodily injury* to a fellow employee of such *insured* injured in the course of his employment;
   (b) to any *insured* while employed in or otherwise engaged in duties in connection with an *automobile business;*
   (c) if the individual named above is an employee, to the employer of such individual;
   (d) if the individual named above is a partner, to the partnership of which such individual is a member;
   (e) to any *automobile* owned by or furnished or available for the regular use of such named individual, his spouse or any resident of the same household other than a private chauffeur or domestic servant of such named individual or spouse;
   (f) to any *automobile* while used in the business or occupation of the named individual or spouse except a *private passenger automobile* operated or occupied by such *named insured*, spouse, private chauffeur or domestic servant;
   (g) to any *automobile* while being used by the *insured* as a public or livery conveyance; but this exclusion does not apply to *bodily injury* or *property damage* which results from the *insured's* occupancy of such *automobile* other than as the operator thereof.

3. **Excess Insurance**
   This insurance shall be excess insurance over any other valid and collectible insurance available to the *insured*.

*Note: If a premium charge is indicated in the Automobile Medical Payments column, the individual named opposite thereto is the designated individual for purposes of division 2 of Automobile Medical Payments.

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect on the effective date of the policy, and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement.

THE HARTFORD INSURANCE GROUP
HARTFORD CONNECTICUT

Countersigned by .....

Authorized Agent

SUPPLEMENTARY COVERAGE ENDORSEMENT
PERSONAL INJURY AND ADDITIONAL INSURED (Employees)

E112

HARSH & HO LENHAN INC. 252098

DS 11-27-74

This endorsement forms a part of Policy No. 10 C 646637 issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless another effective date is stated herein.

Named Insured and Address

ASSOCIATED METALS & MINERALS CORP.
N.Y. N.Y.

Effective date ..... 12:01 A. M., standard time at the address of the *named insured* as stated herein.

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COMPREHENSIVE GENERAL LIABILITY INSURANCE
MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE
OWNERS', LANDLORDS' AND TENANTS' LIABILITY INSURANCE

It is agreed that:

1. The "Persons Insured" provision is amended to include as an *insured* any employee of the *named insured* while acting within the scope of his duties as such, but the insurance afforded to such employee does not apply

   a. to *bodily injury* or *personal injury* to (a) another employee of the *named insured* arising out of or in the course of his employment or (b) the *named insured* or, if the *named insured* is a partnership or joint venture, any partner or member thereof;

   b. to *property damage* to property owned, occupied or used by, rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by (a) another employee of the *named insured*, or (b) the *named insured*, or if the *named insured* is a partnership or joint venture, any partner or member thereof.

It is further agreed that: *EXCLUSION (C) SHALL NOT APPLY.

1. Such insurance as is afforded under Coverage A with respect to *bodily injury*, is extended to apply to *personal injury* as defined herein, subject to the following additional provisions:

   1. This insurance does not apply

      a. to liability for *personal injury* assumed by the *insured* under any contract or agreement;

      b. to *personal injury* arising out of the wilful violation of a penal statute or ordinance committed by or with the knowledge or consent of any *insured*;

      * c. to *personal injury* sustained by any person as the result of an offense directly or indirectly related to the employment of such person by the *named insured*;

      d. to *personal injury* arising out of libel, slander, defamation, disparagement or violation of an individual's right of privacy, if the first publication or utterance of the same or similar material giving rise to the offense was made prior to the effective date of this insurance;

      e. to *personal injury* arising out of any publication or utterance of defamatory or disparaging material concerning any person, organization or business enterprise, or his or its products or services, made by or at the direction of any *insured* with knowledge of the falsity thereof;

      f. to *personal injury* arising out of any publication or utterance of defamatory or disparaging material or material violating an individual's right of privacy made in the course or related to advertising, broadcasting or telecasting activities conducted by or on behalf of the *named insured*.

   2. When used in reference to this insurance

      a. "personal injury" means:

         1. injury sustained by any person or organization and arising out of a *personal injury offense* committed during the policy period within the *policy territory*.

      b. "personal injury offense" means:

         1. false arrest, detention or imprisonment, or malicious prosecution,
         2. libel, slander, defamation, disparagement or violation of an individual's right of privacy, or
         3. wrongful entry or eviction or other invasion of the right of private occupancy.

   3. The Limits of Liability section is amended in the following respect:

      The total liability of the company for all damages because of all *personal injury* to which this policy applies, shall not exceed the limit of *bodily injury* liability stated in the schedule as applicable to "each occurrence".

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement.

THE HARTFORD
INSURANCE GROUP
HARTFORD, CONNECTICUT

Countersigned by

Authorized Agent

Form L-4365-1 Printed in U.S.A. (NS)

LIABILITY

DS 11-27-74

E113

EXTENSION SCHEDULE FOR COMPREHENSIVE GENERAL LIABILITY OR MC COVERAGE PART

(For use when classification codes shown below include "xcu" hazards.)

This schedule forms a part of Policy No. 10 C 546637, issued to ASSOCIATED METALS AND MINERALS CORP. by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless another effective date is stated herein.

Effective date ..... 12:01 A. M., standard time.

Rating Classifications Entries herein, except as specifically provided elsewhere in this policy, do not modify any of the other provisions of this policy.	Code No.	Premium Bases	Rates B. I.	Rates P. D.	Advance Premiums B. I.	Advance Premiums P. D.
		(c) Remuneration	(c) Per $100 of Remuneration			
(a) Carpentry.	17535					
(b) Carpentry in the construction of detached private residences for occupancy by one or two families and private garages in connection therewith.	15145					
(c) Carpentry in the construction of dwellings not exceeding three stories in height and private garages in connection therewith.	15145					
(d) Cement or Concrete Sidewalk, Driveway, Yard, Airport Runway or Warming Apron Construction.	16135					
(e) Concrete Construction -- buildings of concrete block construction.	17741					
(f) Concrete Construction -- including foundations, making, setting up or taking down forms, scaffolds, falsework or concrete distributing apparatus.	17745					
(g) Excavation.	15111					
(h) Grading of Land.	07313					
(i) Landscape Gardening.	07311					
(j) Iron or Steel Erection -- frame structures, iron work or metal of buildings including erecting or repairing balconies, fire-escapes, railings, staircases, coal chutes or fireproof shutters.	17765					
(k) Iron or Steel Erection.	15125					
(l) Masonry.	17125					
(m) Painting, Decorating or Paper Hanging --- including shop operations.	17235					
(n) Plumbing -- gas, steam, hot water or other pipe fitting -- including house connections, shop and retail stores or display rooms.	17185					
(o) Septic Tank Systems installation, maintenance or repair including house connections, shop and retail stores or display rooms.	17181					
(p) Landscaping all Kinds -- including yard employees.	17625					
(q) Street or Road Paving or Repaving, Surfacing or Resurfacing or Scraping.	16125					
(r) Street or Road Construction or Reconstruction including right-of-way, excavation, filling or grading, bridge or culvert building.	16115					

THE HARTFORD INSURANCE GROUP

Hartford, Connecticut

1-4 [illegible]

E114

ADDITIONAL INSURED
(Premises Leased to the Named Insured)

ASH & MC LENNAN INC. 252898

1-27-74

This endorsement forms a part of Policy No. 10 C 646637 issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless another effective date is stated herein.

Named Insured and Address

ASSOCIATED METALS AND MINERALS CORP.
N.Y. N.Y.

Effective date ..... 12:01 A. M., standard time at the address of the *named insured* as stated herein.

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:
COMPREHENSIVE GENERAL LIABILITY INSURANCE
MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE
OWNERS', LANDLORDS' AND TENANTS' LIABILITY INSURANCE
STOREKEEPERS' LIABILITY INSURANCE

It is agreed that the "Persons Insured" provision is amended to include as an *insured* the person or organization designated below, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises designated below leased to the *named insured*, and subject to the following additional exclusions:

The insurance does not apply:

1. to any *occurrence* which takes place after the *named insured* ceases to be a tenant in said premises;
2. to structural alterations, new construction or demolition operations performed by or on behalf of the person or organization designated below.

SCHEDULE

Designation of Premises (Part Leased to Named Insured)	Name of Person or Organization (Additional Insured)	Premiums: Bodily Injury Liability	Premiums: Property Damage Liability
1451 NEW DOCK ST. TERMINAL ISLAND CALIFORNIA	CITY OF LOS ANGELES ITS OFFICERS, AGENTS & EMPLOYEES	INCLUDED	

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement.

THE HARTFORD
INSURANCE GROUP
HARTFORD, CONNECTICUT

Countersigned by ..... *Authorized Agent*

MARSH & MC LENNAN INC. 252898

DS11-27-74

Named Insured and Address

ASSOCIATED METALS AND MINERALS CORP.

N.Y. N.Y.

This endorsement forms a part of Policy No. 10 C 046637 issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless another effective date is stated herein.

Effective date ..... Effective hour is the same as stated in the Declarations of the Policy.

- FOREIGN COVERAGE ENDORSEMENT - PRODUCTS

IT IS AGREED THAT ITEM #3 OF THE POLICY DEFINITION OF "POLICY TERRITORY" IS AMENDED AS FOLLOWS:-

"3) ANYWHERE IN THE WORLD WITH RESPECT TO DAMAGE BECAUSE OF BODILY INJURY OR PROPERTY DAMAGE PROVIDED THAT THE ORIGINAL SUIT FOR SUCH DAMAGES IS BROUGHT WITHIN THE UNITED STATES OF AMERICA, ITS TERRITORIES OR POSSESSIONS OR CANADA.

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect on the effective date of the policy and, at issuance of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement.

THE HARTFORD INSURANCE GROUP
HARTFORD, CONNECTICUT

Countersigned by

Authorized Agent

Form G 2[illegible] Printed in U.S.A. 2/61

AUTOMOBILE

APPLICATION OF INSURANCE TO OWNER OF HIRED AUTOMOBILE

ROSH & MC LENNAN INC. 252898

511-27-74

This endorsement forms a part of Policy No. 10 C 646637 issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless another effective date is stated herein.

Named Insured and Address

ASSOCIATED METALS AND MINERALS CORP.
N.Y. N.Y.

Effective date .....12:01 A. M., standard time at the address of the *named insured* as stated herein.

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE
AUTOMOBILE MEDICAL PAYMENTS INSURANCE

Description of Automobile: AUTOMOBILES LEASED FROM CALIFORNIA TRUCK RENTAL, GENWAY CORP. LOU GRUB CHEVROLET, HUM, LEASEWAY OF ARIZONA, MENKE TRANSPORTATION, RYDER TRUCK RENTAL DON SANDERSON FORD & UNIVERSAL LEASEWAY.

With respect to the *hired automobile* described above or designated in the policy as subject to this endorsement, it is agreed that:

(1) The insurance applies as primary insurance.

(2) Subject otherwise to the Persons Insured provision, the insurance covers as an *insured* the owner, any lessee (of whom the *named insured* is a sub-lessee) and any agent or employee of such owner or lessee, but only while such *automobile* is used in the business of the *named insured* as stated in the declarations, or by or on behalf of the *named insured* for personal or pleasure purposes, and subparagraph (ii) of the Persons Insured provision is amended accordingly.

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement.

THE HARTFORD
INSURANCE GROUP
HARTFORD, CONNECTICUT

Countersigned by.....
Authorized Agent

Form A-2256-0 Printed in U. S. A. 7-'66 (NBCU: A 6200)

Mandatory Personal Injury Protection Endorsement
(New York)

THE HARTFORD

E117

This endorsement forms a part of Policy No. 10 C 646637 issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless another effective date is stated herein.

Named Insured and Address

ASSOCIATED METALS & MINERALS CORP.

NY, NY

Effective date 2-1-74 12:01 A. M., standard time at the address of the named insured as stated herein.

MARSH & MC LENNAN, INC. 25-2898
12-4-74:AS

SCHEDULE

COVERAGE		AUTO NO.	PREMIUMS
MANDATORY PERSONAL INJURY PROTECTION	DEDUCTIBLE $		$ $ $ $ $ INCLUDED IN COMPOSITE RATE
	TOTAL PREMIUM $		

The Company agrees with the named insured, as follows:

SECTION I

Mandatory Personal Injury Protection

The Company will pay first party benefits to reimburse for basic economic loss sustained by an eligible injured person on account of personal injuries caused by an accident arising out of the use or operation of a motor vehicle. This coverage applies only to motor vehicle accidents which occur during the policy period and within the State of New York.

First Party Benefits

First party benefits are payments equal to basic economic loss, reduced by the following:

(a) 20 per cent of the eligible injured person's loss of earnings from work to the extent that an eligible injured person's basic economic loss consists of such loss of earnings;

(b) amounts recovered or recoverable by an eligible injured person for any element of basic economic loss under State and Federal laws providing social security disability or workmen's compensation benefits; and

(c) the amount of any applicable deductible, provided that such deductible shall apply to each accident, but only to the total of first party benefits otherwise payable to the named insured and any relative as a result of that accident.

Basic Economic Loss

Basic economic loss shall consist of medical expense, work loss and other expenses. Basic economic loss shall not include any loss sustained on account of death. Basic economic loss on each eligible injured person on account of any single accident shall not exceed $50,000.

Medical Expense

Medical expense shall consist of reasonable and necessary expenses for:

(a) medical, hospital, surgical, nursing, dental, ambulance, x-ray, prosthetic, drugs and prosthetic services;

(b) chiropractic, physical, radio, occupational therapy and rehabilitation;

(c) any other medical, remedial care and treatment rendered in accordance with a religious method of healing recognized by the laws of New York; and

(d) any other professional health services.

These medical expenses will not be subject to a time limitation, provided that within one year after the date of the accident it is ascertainable that further medical expenses may be sustained as a result of the injury.

Work Loss

Work loss shall consist of the sum of the following losses and expenses, up to $1,000 per month, for a period of three years from the date of the accident:

(a) loss of earnings from work which the eligible injured person would have performed had such person not been injured, and

(b) reasonable and necessary expenses sustained by the eligible injured person in obtaining services in lieu of those which such person would have performed for income.

Other Expenses

Other expenses shall consist of all reasonable and necessary expenses, other than medical expense and work loss, up to $25 per day for a period of one year from the date of the accident causing injury.

Eligible Injured Person

An eligible injured person is:

(a) any person who sustains a personal injury arising out of the use or operation of the insured motor vehicle while not occupying another motor vehicle; or

(b) the named insured or any relative who sustains a personal injury arising out of the use or operation of an uninsured motor vehicle while not occupying a motor vehicle with respect to which the requirements of Article 17 or VIII of the New York Vehicle and Traffic Law are satisfied, provided that:

(i) in the case of a named insured, the uninsured motor vehicle is not owned by the named insured; and

(ii) in the case of a relative, the uninsured motor vehicle is not owned by the named insured or such relative.

Exclusions

This coverage does not apply:

(a) to a personal injury sustained by any person who intentionally causes his own personal injury;

(b) to a personal injury sustained by any person as a result of operating a motor vehicle while in an intoxicated condition, or while his ability to operate such vehicle is impaired by the use of a drug (within the meaning of Section 1192 of the New York Vehicle and Traffic Law); or

(c) to a personal injury sustained by any person while:

(i) committing an act which would constitute a felony, or attempting to avoid lawful apprehension or arrest by a peace officer or law enforcement officer;

(ii) operating a motor vehicle in a reckless or careless manner; or

(iii) operating or occupying a motor vehicle known to him to be stolen.

Other Definitions

When used in reference to this coverage:

(a) "the insured motor vehicle" means a motor vehicle owned by the named insured and to which the liability, the Basic Limit of Liability of the policy applies and for which a separate premium is charged;

(b) "motor vehicle" means a motor vehicle, as defined in Section 311 of the New York Vehicle and Traffic Law, except that it shall not include fire and police vehicles, and shall not include a motorcycle (as such term is defined in Section 123 of the New York Vehicle and Traffic Law);

(c) "named insured" means the person or organization named in the declarations;

(d) "occupying" means in or upon or entering into or dismounting;

(e) "personal injury" means bodily injury, sickness or disease;

(f) "relative" means a spouse, child, or other person related to the named insured by blood, marriage, or adoption (including a ward or foster child), who regularly resides in the household, including any such person who regularly resides in the household, but is temporarily living elsewhere;

(g) "uninsured motor vehicle" means a motor vehicle, the owner of which is: (a) a financially irresponsible motorist (as defined in Section 601(j) of the New York Insurance Law); or (b) unknown and whose identity is unascertainable;

(h) "use or operation" of a motor vehicle includes the loading or unloading of such vehicle but does not include conduct within the course of a business of repairing, servicing, or otherwise maintaining motor vehicles, unless the conduct occurs off the business premises.

Conditions

Action Against Company. No action shall lie against the Company unless, as a condition precedent thereto, there shall have been full compliance with the terms of this coverage.

Notice. In the event of an accident, written notice setting forth details sufficient to identify the eligible injured person, along with reasonably obtainable information regarding the time, place and circumstances of the accident, shall be given by, or on behalf of, each eligible injured person, to the Company, or any of the Company's authorized agents, as soon as reasonably practicable. If an eligible injured person or his legal representative institutes a proceeding to recover damages for personal injury under Section 673(2) of the New York Insurance Law, a copy of the summons and complaint or other process served in connection with such action shall be forwarded as soon as practicable to the Company or any of the Company's authorized agents by such eligible injured person or his legal representative.

Proof of Claim; Medical and Earnings Reports. As soon as reasonably practicable, the eligible injured person or someone on his behalf shall give to the Company written proof of claim, including full particulars of the nature and extent of the injuries and treatment received and contemplated. Upon request by the Company the eligible injured person or someone on his behalf shall:

(a) complete a written proof of claim under oath;

(b) [illegible]

(c) [illegible]

The eligible injured person shall submit to medical examinations [illegible] by, and at reasonable times [illegible] the Company, the Company may reasonably require.

[illegible] In the event any person making a claim [illegible] the Company [illegible] shall have the option of [illegible] such settlement or judgment to the extent that the Company may be [illegible] such party by reason of such eligible injured person shall:

(a) [illegible] for the benefit of the Company, all rights [illegible] which he shall have for personal injury under Section 673(2) of the New York Insurance Law;

(b) do which may be proper to secure, and shall do nothing to prejudice, such rights; and

(c) execute, and deliver to the Company, instruments and papers as may be appropriate to secure the rights and obligations of such person and the Company established by this provision.

Other Coverage. Where more than one source of first party benefits required by Article VIII of the New York Insurance Law and Article VIII of the New York Vehicle and Traffic Law is available and applicable to an eligible injured person in any one accident, this Company is liable to an eligible injured person only for an amount equal to the maximum amount that the eligible injured person is entitled to recover under this coverage, divided by the number of available and applicable sources of required first party benefits.

SECTION II

If automobile medical payments or medical expense coverage, or any disability coverages are afforded under this policy, such coverage shall be excess insurance over any mandatory or additional personal injury protection benefits paid or payable, or which would be paid or payable but for the application of a deductible, under this or any other applicable no-fault insurance policy.

SECTION III

If it is conclusively determined by a court of competent jurisdiction that the limitations upon the right to recover damages for personal injury imposed by Section 673 of the Insurance Law are invalid or unenforceable in whole or in part, then, subject to the approval of the Superintendent of Insurance, the Company may amend this policy and/or recompute the premium for the existing or amended policy. Those policy and/or premium changes will be effective retroactively to the date that such limitations are deemed to be invalid or unenforceable in whole or in part.

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement.

Countersigned by ..... Authorized Agent

4. **Notice of Legal Action.** If, before the company makes payment [illegible] against any person or organization legally responsible for the [illegible] action with such legal action shall be forwarded immediately to the company by the insured or his legal representative.

5. **Limits of Liability.** (a) The limit of liability of the company for all damages including damages for care or loss of services, because of bodily injury [illegible] as the result of any one accident is $10,000 and, subject to the above provision, the total limit of liability of the company for all damages including damages for care or loss of services, because of bodily injury sustained by two or more persons, whether insureds or qualified persons under the New York Automobile Accident Indemnification Law, as the result of any one accident is $20,000.

(b) Any amount payable under the terms of this endorsement, including amounts payable for care or loss of services, because of bodily injury [illegible] be reduced by (1) all sums paid to one or more insureds on account of such bodily injury by or on behalf of (a) the owner or operator of the [illegible] other person or persons jointly or severally liable together with such owner or operator for such bodily injury, (2) all sums paid to one or more insureds [illegible] sustained in the same accident under any insurance or statutory [illegible] payable on account of such bodily injury under any workmen's compensation law, [illegible] compensation benefits.

6. **Other Insurance.** With respect to bodily injury to an insured while occupying [illegible] insured, this insurance shall [illegible] ance over any other similar insurance available to such insured and applicable to such automobile as primary insurance, and this insurance shall [illegible] which the limit of liability for this coverage exceeds the applicable limit of liability of such other insurance.

Except as provided in the foregoing paragraph, if the insured has other similar insurance available to him and applicable to the accident, the [illegible] exceed the higher of the applicable limits of liability of this insurance and such other insurance, and the company shall not be liable for a greater proportion [illegible] coverage applies than the limit of liability hereunder bears to the sum of the applicable limits of liability of this insurance and such other insurance.

7. **Arbitration.** If any person making claim hereunder and the company do not agree that such person is legally entitled to recover damages from the owner or operator of an uninsured automobile because of bodily injury to the insured, or do not agree as to the amount of payment which may be owing under this endorsement, then [illegible] of either, the matter or matters upon which such person and the company do not agree shall be settled by arbitration in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by the Arbitrators may be entered in any Court having jurisdiction thereof. Such person and the company each [illegible] itself bound and to be bound by any award made by the arbitrators pursuant to this endorsement.

8. **Trust Agreement.** In the event of payment to any person under this endorsement:

(a) the company shall be entitled to the extent of such payment to the proceeds of any settlement or judgment that may result from the exercise of any rights of recovery of such person against any person or organization legally responsible for the bodily injury because of which such payment is made;

(b) such person shall hold in trust for the benefit of the company all rights of recovery which he shall have against such other person or organization because of such bodily injury;

(c) such person shall do whatever is proper to secure and shall do nothing after loss to prejudice such rights;

(d) if requested in writing by the company, such person shall take, through any representative designated by the company, such action as may be necessary or appropriate to recover such payment as damages from such other person or organization, such action to be taken in the name of such person; in the event of a recovery, the company shall be reimbursed out of such recovery for expenses, costs and attorneys fees incurred by it in connection therewith;

(e) such person shall execute and deliver to the company such instruments and papers as may be appropriate to secure the rights and obligations of such person and the company established by this provision and, upon request of the company, shall attend hearings and trials and assist in securing and giving evidence, obtaining the attendance of witnesses and in the conduct of any legal proceedings.

9. **Payment of Loss By Company.** Any amount due hereunder is payable (a) to the insured, or (b) if the insured be a minor to his parent or guardian, or (c) if the insured be deceased to his surviving spouse, otherwise (d) to a person authorized by law to receive such payment or to a person legally entitled to recover the damages which the payment represents; provided, the company may at its option pay any amount due hereunder in accordance with subdivision (d) hereof.

10. **Action Against Company.** No action shall lie against the company unless, as a condition precedent thereto, the insured or his legal representative has fully complied with all the terms of this endorsement.

11. **Changes.** This endorsement embodies all agreements existing between the insured and the company relating to this insurance. Notice to or knowledge possessed by the company, any agent or any other person shall not effect a waiver or a change in this endorsement or estop the company from asserting any right under the terms of this endorsement.

12. **Assignment.** Assignment of interest under this endorsement shall not bind the company until its consent is endorsed hereon; if, however, the named insured or his spouse if a resident of the same household, shall die, this endorsement shall cover (1) the survivor as named insured, (2) his legal representative as named insured but only while acting within the scope of his duties as such, and (3) any relative who was an insured at the time of such death.

13. **Policy Period — Termination.** This endorsement applies only to accidents which occur on and after the effective date hereof and during the policy period [illegible] upon (1) termination of the policy of which it forms a part or (2) termination of New York registration on all automobiles owned by the named insured or spouse.

AMENDMENT OF PROTECTION AGAINST UNINSURED MOTORISTS COVERAGE

It is agreed that such insurance as is afforded by the policy or by any endorsement used therewith, other than the New York Automobile Accident Indemnification Coverage and the Supplementary Uninsured Motorists Insurance Coverage, with respect to damages which the insured shall become legally entitled to recover from the owner or operator of an uninsured motor vehicle or an uninsured highway vehicle, does not apply to any accident within the State of New York.

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement forms a part of the policy, issued by THE HARTFORD INSURANCE GROUP company designated therein, which indicates this endorsement forms a part thereof, and takes effect as of the effective date of said policy.

THE HARTFORD
INSURANCE GROUP
HARTFORD, CONNECTICUT

NEW YORK AUTOMOBILE ACCIDENT INDEMNIFICATION ENDORSEMENT

The company agrees with the named insured, in consideration of the payment of the premium for this endorsement and subject to all terms of this endorsement:

INSURING AGREEMENTS

I. **Damages for Bodily Injury Caused by Uninsured Automobiles**

The company will pay all sums which the insured or his legal representative shall be legally entitled to recover as damages from the owner or operator of an uninsured automobile because of bodily injury, sickness or disease, including death resulting therefrom, hereinafter called "bodily injury", sustained by the insured, caused by accident arising out of the ownership, maintenance or use of such uninsured automobile; provided, for the purposes of this endorsement, determination as to whether the insured or such representative is legally entitled to recover such damages, and if so the amount thereof, shall be made by agreement between the insured or such representative and the company or, if they fail to agree, by arbitration.

II. Definitions

(a) **Insured.** The unqualified word "insured" means:

(1) the named insured and, while residents of the same household, his spouse and the relatives of either;

(2) any other person while occupying

(i) an automobile owned by the named insured or, if the named insured is an individual, such spouse and used by or with the permission of either, or

(ii) any other automobile while being operated by the named insured or such spouse,

except a person occupying an automobile not registered in the State of New York, while used as a public or livery conveyance; and

(3) any person, with respect to damages he is entitled to recover because of bodily injury to which this endorsement applies sustained by an insured under (1) or (2) above.

(b) **Uninsured Automobile.** The term "uninsured automobile" means:

(1) an automobile with respect to the ownership, maintenance or use of which there is, in the amounts specified in the New York Motor Vehicle Financial Security Act, neither (i) cash or securities on deposit with the New York Commissioner of Motor Vehicles nor (ii) a bodily injury liability bond or insurance policy applicable at the time of the accident with respect to any person or organization legally responsible for the use of such automobile, or with respect to which there is a bodily injury liability bond or insurance policy applicable at the time of the accident but the company writing the same disclaims liability or denies coverage thereunder, or

(2) a hit-and-run automobile as defined;

but the term "uninsured automobile" shall not include:

(i) an automobile owned by the named insured or spouse;

(ii) an automobile which is owned or operated by a self-insurer within the meaning of any motor vehicle financial responsibility law, motor carrier law, or any similar law;

(iii) an automobile which is owned by the United States of America, Canada, a state, a political subdivision of any such government or an agency of any of the foregoing;

(iv) a land motor vehicle or trailer, if operated on rails or crawler treads, or while located for use as a residence or premises and not as a vehicle; or

(v) a farm type tractor or equipment designed for use principally off public roads, except while actually upon public roads.

(c) **Hit-and-Run Automobile.** The term "hit-and-run automobile" means an automobile which causes bodily injury to an insured arising out of physical contact of such automobile with the insured or with an automobile which the insured is occupying at the time of the accident, provided: (1) the insured or someone on his behalf shall have reported the accident within 24 hours or as soon thereafter as practicably possible to a police, peace or judicial officer or to the Commissioner of Motor Vehicles, and shall have filed with the company within 90 days thereafter a statement under oath that the insured or his legal representative has a claim or cause of action arising out of such accident for damages against a person or persons the identity of whom is unascertainable, and setting forth the facts in support thereof; and (2) at the request of the company, the insured or his legal representative shall make available for inspection the automobile which the insured was occupying at the time of the accident.

(d) **Occupying.** The word "occupying" means in or upon or entering into or alighting from.

(e) **State.** The word "state" includes the District of Columbia, a territory or possession of the United States, and a province of Canada.

III. Territory

This endorsement applies only to accidents which occur within the State of New York.

EXCLUSIONS

This endorsement does not apply:

(a) to bodily injury to an insured while operating an automobile in violation of an order of suspension or revocation; or to care or loss of services recoverable by an insured because of such bodily injury so sustained;

(b) to bodily injury to an insured, or care or loss of services recoverable by an insured, with respect to which such insured, his legal representatives or any person entitled to payment under this endorsement shall, without written consent of the company, make any settlement with or prosecute to judgment any action against any person or organization who may be legally liable therefor;

(c) to inure directly or indirectly to the benefit of any workmen's compensation or disability benefits carrier or any person or organization qualifying as a self-insurer under any workmen's compensation or disability benefits law or any similar law.

CONDITIONS

1. Policy Provisions. None of the Insuring Agreements, Exclusions or Conditions of the policy shall apply to the insurance afforded by this endorsement except the Conditions titled "Notice of Accident" and "Declarations".

2. Premium. If during the policy period the number of automobiles owned by the named insured or spouse and registered in New York or the number of New York dealer's transporter plates issued to the named insured changes, the premium shall vary, the company during the policy period of any change and the premium shall be adjusted in accordance with the manuals in use by the company. If the earned premium thus computed exceeds the advance premium paid, the insured shall pay the excess to the company; if less, the company shall refund to the named insured the unearned portion paid by such insured.

3. Proof of Claim; Medical Reports. Within 30 days or as soon as practicable, the insured or other person making claim shall give to the company written notice of claim or loss.

Within 15 days after the request by the company, the insured or other person making claim shall give to the company written proof of claim, under oath if required, including full particulars of the nature and extent of the injuries, treatment, and other facts pertaining to the determination of the amount payable hereunder. The insured and other person making claim hereunder shall as may reasonably be required submit to examinations under oath by any person named by the company and subscribe the same. Proof of claim shall be made upon forms furnished by the company unless the company shall have failed to furnish such forms within 15 days after receiving notice of claim.

The injured person shall submit to physical examinations by physicians selected by the company when and as the company may reasonably require and be, or in the event of his incapacity, his legal representative, or in the event of his death his legal representative or the person or persons entitled to sue therefor, shall upon each request from the company execute authorization to enable the company to obtain medical reports and copies of records.

Out-of-State Insurance

THE HARTFORD

It is agreed that, subject to all the provisions of the policy except where modified herein, the following provision is added:

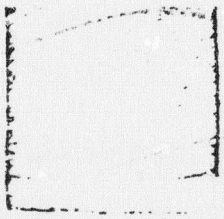
If, under the provisions of the motor vehicle financial responsibility law or the motor vehicle compulsory insurance law or any similar law of any state or province, a non-resident is required to maintain insurance with respect to the operation or use of a motor vehicle in such state or province and such insurance requirements are greater than the insurance provided by the policy, the limits of the company's liability and the kinds of coverage afforded by the policy shall be as set forth in such law, in lieu of the insurance otherwise provided by the policy, but only to the extent required by such law and only with respect to the operation or use of a motor vehicle in such state or province; provided that the insurance under this provision shall be reduced to the extent that there is other valid and collectible insurance under this or any other motor vehicle insurance policy. In no event shall any person be entitled to receive duplicate payments for the same elements of loss.

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement forms a part of the policy, issued by THE HARTFORD INSURANCE GROUP company designated therein, which indicates this endorsement forms a part thereof, and takes effect as of the effective date of said policy.

President

A-3114-0 Printed in U. S. A. (ISO: A979a)



Protection Against
Uninsured Motorists
Insurance Coverage Part

E120

THE HARTFORD

MARSH & MC LENNAN INC. 252398

This Coverage Part forms a part of Policy No. 10 C 646637 issued by THE HARTFORD INSURANCE GROUP Company designated therein, and takes effect as of the effective date of said policy unless otherwise stated herein.

05 11-27-74

(For use only if this Coverage Part is effective after the effective date of the Policy)

This Coverage Part is effective ..... (at the hour stated in the policy) and forms a part of the above designated policy issued to ASSOCIATED METALS AND MINERALS CORP.

The Company, in consideration of the payment of the premium and subject to all of the provisions of the policy not expressly modified herein, agrees with the *named insured* as follows:

SCHEDULE

The insurance afforded is only with respect to such of the following coverages as are indicated by specific premium charge or charges. The limit of the company's liability against each such coverage shall be as stated herein, subject to all the terms of this policy having reference thereto.

Coverage	Advance Premium	Limits of Liability
U — Uninsured Motorists	$ INCLUDED	$ 10,000 each person $ 20,000 each accident

Designated Insured:

VEHICLES GARAGED IN ARIZONA, NEW YORK & OREGON

Description of *Insured Highway Vehicles*
(Check appropriate box)

☐ Any *automobile* owned by the *named insured*

☐ Any *private passenger automobile* owned by the *named insured*

☐ Any *highway vehicle* to which are attached dealer's license plates issued to the *named insured*

☐ Any *highway vehicle* designated in the schedule of the policy by the letters "UM" and a *highway vehicle* ownership of which is acquired during the policy period by the *named insured* as a replacement therefor

☐ Any *mobile equipment* owned or leased by and registered in the name of the *named insured*

☐ .....

I. COVERAGE U — UNINSURED MOTORISTS

(Damages for Bodily Injury)

The company will pay all sums which the *insured* or his legal representative shall be legally entitled to recover as damages from the owner or operator of an *uninsured highway vehicle* because of *bodily injury* sustained by the *insured*, caused by accident and arising out of the ownership, maintenance or use of such *uninsured highway vehicle*; provided, for the purposes of this coverage, determination as to whether the *insured* or such representative is legally entitled to recover such damages, and if so the amount thereof, shall be made by agreement between the *insured* or such representative and the company or, if they fail to agree, by arbitration.

No judgment against any person or organization alleged to be liable for the *bodily injury* shall be conclusive, as between the *insured* and the company, of the issue of liability of such person or of the amount of damages to which the *insured* is entitled unless such judgment is entered pursuant to an action by the *insured* with the written consent of the company.

Exclusions

This coverage does not apply:

(a) to *bodily injury* to an *insured* with respect to which such *insured* or his legal representative or any person entitled to payment under this coverage shall, without written consent of the company, make any settlement with any person or organization who may be legally liable therefor

(b) to *bodily injury* to an *insured* while *occupying* a *highway vehicle* (other than an *insured highway vehicle*) owned by the *named insured*, any *designated insured* or any relative resident in the same household as the *named* or *designated insured*, or through being struck by such a vehicle, but this exclusion does not apply to the *named insured* or his relatives while *occupying* or if struck by a *highway vehicle* owned by a *designated insured* or his relatives;

(c) so as to inure directly or indirectly to the benefit of any workmen's compensation or disability benefits carrier or any person or organization qualifying as a self-insurer under any workmen's compensation or disability benefits law or any similar law.

II. PERSONS INSURED

Each of the following is an *insured* under this insurance to the extent set forth below:

(a) the *named insured* and any *designated insured* and, while residents of the same household, the spouse and relatives of either;

(b) any other person while *occupying* an *insured highway vehicle*; and

(c) any person with respect to damages he is entitled to recover because of *bodily injury* to which this insurance applies sustained by an *insured* under (a) or (b) above.

The insurance applies separately with respect to each *insured*, except with respect to the limits of the company's liability.

The conditions and provisions printed on pages UM-2 and UM-3 of this form are hereby referred to and made a part hereof.

This Coverage Part shall not be binding, unless countersigned by a duly authorized agent of the company; provided that if this Coverage Part takes effect on the date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this Coverage Part.

Countersigned by

Authorized Agent

III. LIMITS OF LIABILITY

Regardless of the number of (1) persons or organizations who are *insureds* under this policy, (2) persons who sustain *bodily injury*, (3) claims made or suits brought on account of *bodily injury*, or (4) *highway vehicles* to which this policy applies, the company's liability is limited as follows:

(a) The limit of liability stated in the schedule as applicable to "each person" is the limit of the company's liability for all damages because of *bodily injury* sustained by one person as the result of any one accident and, subject to the above provision respecting "each person", the limit of liability stated in the schedule as applicable to "each accident" is the limit of the company's liability *for* all damages because of *bodily injury* sustained by two or more persons as the result of any one accident.

(b) Any amount payable under the terms of this insurance because of *bodily injury* sustained in an accident by a person who is an *insured* under this coverage shall be reduced by

(1) all sums paid on account of such *bodily injury* by or on behalf of

(i) the owner or operator of the *uninsured highway vehicle* and

(ii) any other person or organization jointly or severally liable together with such owner or operator for such *bodily injury*,

including all sums paid under the *bodily injury* liability coverage of the policy, and

(2) the amount paid and the present value of all amounts payable on account of such *bodily injury* under any workmen's compensation law, disability benefits law or any similar law.

(c) Any payment made under this insurance to or for any *insured* shall be applied in reduction of the amount of damages which he may be entitled to recover from any person or organization who is an *insured* under the *bodily injury* liability coverage of the policy.

(d) The company shall not be obligated to pay under this insurance that part of the damages which the *insured* may be entitled to recover from the owner or operator of an *uninsured highway vehicle* which represents expenses for medical services paid or payable under the medical payments coverage of the policy.

IV. POLICY PERIOD; TERRITORY

This insurance applies only to accidents which occur during the policy period and within the United States of America, its territories or possessions, or Canada.

V. ADDITIONAL DEFINITIONS

When used in reference to this insurance (including endorsements forming a part of the policy):

"*designated insured*" means an individual named in the schedule as a *Designated Insured*;

"*highway vehicle*" means a land motor vehicle or trailer other than

(a) a farm type tractor or other equipment designed for use principally off public roads, while not upon public roads,

(b) a vehicle operated on rails or crawler-treads, or

(c) a vehicle while located for use as a residence or premises;

"*uninsured highway vehicle*" means a *highway vehicle* which causes *bodily injury* to an *insured* arising out of physical contact of such vehicle with the *insured* or with a vehicle which the *insured* is occupying at the time of the accident, provided:

(i) the *insured* be ascertained but the identity of either the operator or owner of such *highway vehicle*;

(ii) the *insured* or someone on his behalf shall have reported the accident within 24 hours to a police, peace or judicial officer or to the Commissioner of Motor Vehicles, and shall have filed with the company within 30 days thereafter a statement under oath of the *insured* or his legal representative setting forth a description of the accident and the extent of the injury, the manner in which and the extent to which the injury is alleged to have been caused by the negligence of the owner or operator of the *uninsured highway vehicle* and stating the names of persons upon whom claim is made and the nature and extent of the injury claimed;

(iii) the *insured* or his legal representative shall upon request from the company execute authorizations to enable the company to obtain medical reports and copies of records;

"*owner*" means a *highway vehicle*;

(a) described in the schedule as an *owned highway vehicle* to which the *bodily injury* liability coverage of the policy applies;

(b) which is owned by and is a private passenger *highway vehicle* of the kind described in subparagraph (a) above, when with the consent of the owner while in the hands of his bailee for repairs, rental, storage or parking;

(c) which is owned by the *named insured* or *designated insured* or by the spouse or a resident of the same household;

but the term "*highway vehicle*" shall not include:

(i) a vehicle while being used in a public or livery conveyance, unless such use is specifically declared and described in this policy;

(ii) a vehicle while being used without the permission of the owner;

(iii) under subparagraphs (b) and (c) above, a vehicle owned by the *named insured*, any *designated insured* or any resident of the same household as the *named* or *designated insured*; or

(iv) under subparagraphs (b) and (c) above, a vehicle furnished for the regular use of the *named insured* or any resident of the same household;

"*occupying*" means in or upon or entering into or alighting from;

"*state*" includes the District of Columbia, a territory or possession of the United States, and a province of Canada;

"*uninsured highway vehicle*" means:

(a) a *highway vehicle* with respect to the owner, his, and operator of which there is, at the time the requirements specified by the financial responsibility law of the *state* in which the *insured highway vehicle* is principally garaged, no *bodily injury* liability bond or insurance policy applicable at the time of the accident with respect to any person or organization legally responsible for the use of such vehicle, or with respect to which there is a *bodily injury* liability bond or insurance policy applicable at the time of the accident but the company writing the same denies coverage thereunder or is or becomes insolvent; or

(b) a *hit-and-run vehicle*;

but the term "*uninsured highway vehicle*" shall not include:

(i) an *insured highway vehicle*,

(ii) a *highway vehicle* which is owned or operated by a self-insurer within the meaning of any motor vehicle financial responsibility law, motor carrier law or any similar law,

(iii) a *highway vehicle* which is owned by the United States of America, Canada, a *state*, a political subdivision of any such government or an agency of any of the foregoing.

VI. ADDITIONAL CONDITIONS

A. Premium.

If during the policy period the number of *insured highway vehicles* owned by the *named insured* or spouse or the number of drivers' license places issued to the *named insured* changes, the *named insured* shall notify the company during the policy period of the change and the premium shall be adjusted in accordance with the manuals in use by the company. If the earned premium thus computed exceeds the advance premium paid, the *named insured* shall pay the excess to the company; if less, the company shall return to the *named insured* the unearned portion paid by such *insured*.

B. Proof of Claim; Medical Reports.

As soon as practicable, the *insured* or other person making claim shall give to the company written proof of claim, under oath if required, including full particulars of the nature and extent of the injuries, treatment, and other details entering into the determination of the amount payable hereunder. The *insured* and every other person making claim hereunder shall submit to examinations under oath by any person named by the company and subscribe the same, as often as may reasonably be required. Proof of claim shall be made upon forms furnished by the company unless the company shall have failed to furnish such forms within 15 days after receiving notice of claim.

The injured person shall submit to physical examinations by physicians selected by the company when and as often as the company may reasonably require and he, or in the event of his incapacity his legal representative, or in the event of his death his legal representative or the person or persons entitled to sue therefor, shall upon each request from the company execute authorizations to enable the company to obtain medical reports and copies of records.

C. Assistance and Cooperation of the Insured.

After notice of claim under this insurance, the company may require the *insured* to take such actions as may be necessary or desirable to preserve his right of recovery against any person or organization legally responsible for the use of a *highway vehicle* involved in the accident. If the company, the company may require such person or organization to join in any action against any defendant.

D. Notice of Legal Action.

If, before the company makes payment of loss hereunder, the *insured* or his legal representative shall institute any legal action for bodily injury against any person or organization legally responsible for the use of a *highway vehicle* involved in the accident, a copy of the summons and complaint or other process served in connection with such legal action shall be forwarded immediately to the company by the *insured* or his legal representative.

(*Continued*)

E. Other Insurance.

With respect to *bodily injury* to an *insured* while *occupying* a *highway vehicle* not owned by the *named insured*, this insurance shall apply only as excess insurance over any other similar insurance available to such *insured* and applicable to such vehicle as primary insurance, and this insurance shall then apply only in the amount by which the limit of liability for this coverage exceeds the applicable limit of liability of such other insurance.

Except as provided in the foregoing paragraph, if the *insured* has other insurance available to him and applicable to the [illegible] and the company shall not be liable for a greater portion of [illegible] than the ratio of the amount of this coverage plus the amount of [illegible] to the sum of the applicable limits of this insurance and such other insurance.

F. Arbitration.

If any person making claim hereunder and the company do not agree that such person is legally entitled to recover damages from the owner or operator of an *uninsured highway vehicle* because of *bodily injury* to the *insured*, or do not agree as to the amount of payment which may be owing under this insurance, then, upon written demand of either, the matter or matters upon which such person and the company do not agree shall be settled by arbitration, which shall be conducted in accordance with the rules of the American Arbitration Association unless other means of conducting the arbitration are agreed to between the *insured* and the company, and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. Such person and the company each agree to consider itself bound and to be bound by any award made by the arbitrators pursuant to this insurance.

G. Trust Agreement.

In the event of payment to any person under this insurance:

(a) the company shall be entitled to the extent of such payment to the proceeds of any settlement or judgment that may result from the exercise of any rights of recovery of such person against any person or organization legally responsible for the *bodily injury* because of which such payment is made;

(b) such person shall hold in trust for the benefit of the company all rights of recovery which he shall have against such other person or organization because of the damages which are the subject of claim made under this insurance;

(c) such person shall do whatever is proper to secure and shall do nothing after loss to prejudice such rights;

(d) at the request of the company, such person shall assign to the company such rights as may be designated by the company, such assignment to be made only as appropriate to recover such payment as may be made from such other person or organization, such action to be taken in the name of such person; in the event of a recovery, the company shall be reimbursed out of such recovery for expenses, costs and attorneys' fees incurred by it in connection therewith;

(e) such person shall execute and deliver to the company such instruments and papers as may be appropriate to secure the rights and obligations of such person and the company established by this provision.

H. Payment of Loss by the Company.

Any amount due hereunder is payable:

(a) to the *insured*, or

(b) if the *insured* be a minor, to his parent or guardian, or

(c) if the *insured* be deceased, to his surviving spouse or heir, or

(d) to a person authorized by law to receive such payment or to a person legally entitled to recover the damages which the payment represents;

provided, the company may, at its option, pay any amount due hereunder in accordance with division (d) hereof.

E122

AUTOMOBILE

PROTECTION AGAINST UNINSURED MOTORISTS COVERAGE
(Automobile Bodily Injury Liability)
(CALIFORNIA)

PSH & NC LEHMAN INC. 252898

11-27-74

This endorsement forms a part of policy No. 10 C 646637 and takes effect as of the effective date of said policy unless another effective date is stated herein. The insurer with respect to the insurance afforded by this endorsement shall be THE HARTFORD INSURANCE GROUP company designated in said policy as the insurer with respect to Automobile Liability Insurance.

Named Insured and Address

ASSOCIATED METALS AND MINERALS CORP.

N.Y. N.Y.

Effective date ..... 12:01 A. M., standard time at the address of the named insured as stated herein.

SCHEDULE

Designation of named insured for purposes of this endorsement (see Insuring Agreement II(a))	Limits of Liability	Premium
	15 thousand dollars each person 30 thousand dollars each accident	$ INCLUDED

Description of Insured Automobiles (Check appropriate box)

- ☐ Any automobile owned by the principal named insured
- ☐ Any private passenger type automobile owned by the principal named insured
- ☐ Any automobile to which are attached Dealer's Automobile Registration Plates issued in the name of the principal named insured
- ☐ Any automobile designated in the declarations of the policy by the letters "UM" and an automobile ownership of which is acquired during the policy period by the principal named insured as a replacement therefor

In consideration of the payment of the premium for this endorsement and subject to all of the terms of this endorsement, the company agrees with the named insured as follows:

INSURING AGREEMENTS

I. Damages for Bodily Injury Caused By Uninsured Automobiles

The company will pay all sums which the insured or his legal representative shall be legally entitled to recover as damages from the owner or operator of an uninsured automobile because of bodily injury, sickness or disease, including death resulting therefrom, hereinafter called "bodily injury", sustained by the insured, caused by accident and arising out of the ownership, maintenance or use of such uninsured automobile; provided, for the purposes of this endorsement, determination as to whether the insured or such representative is legally entitled to recover such damages, and if so the amount thereof, shall be made by agreement between the insured or such representative and the company or, if they fail to agree, by arbitration.

No judgment against any person or organization alleged to be legally responsible for the bodily injury shall be conclusive, as between the insured and the company, of the issues of liability of such person or organization or of the amount of damages to which the insured is legally entitled, unless such judgment is entered pursuant to an action prosecuted by the insured with the written consent of the company.

II. Definitions

a. "insured" means:

(1) the named insured as stated in the policy therein also referred to as the "principal named insured" and any person designated as named insured in the schedule and, while residents of the same household, the spouse of any such named insured and relatives of either;

(2) any other person while occupying an insured automobile; and

(3) any person, with respect to damages he is entitled to recover because of bodily injury to which this endorsement applies sustained by an insured under (1) or (2) above.

If insurance applies separately with respect to each insured, but the application of the insurance to more than one insured shall not operate to increase the limits of the company's liability.

b. "insured automobile" means an automobile:

(1) described in the schedule as an insured automobile to which the bodily injury liability coverage of the policy applies;

(2) while temporarily used as a substitute for an insured automobile as described in subparagraph (1) above, when withdrawn from normal use because of its breakdown, repair, servicing, loss or destruction;

(3) while being operated by a named insured or by his spouse if a resident of the same household;

but the term "insured automobile" shall not include:

(2) an automobile while used as a public or livery conveyance;

(3) an automobile while being used without the permission of the owner;

(4) under subparagraphs (2) and (3) above, an automobile owned by the principal named insured or by any named insured designated in the schedule or by any resident of the same household as such insured; or

(5) under subparagraphs (2) and (3) above, an automobile furnished for the regular use of the principal named insured or any resident of the same household.

(b) "uninsured automobile" means:

(1) an automobile with respect to the ownership, maintenance or use of which there is, in at least the amounts specified by the financial responsibility law of the state in which the insured automobile is principally garaged, no bodily injury liability bond or insurance policy applicable at the time of the accident with respect to any person or organization legally responsible for the use of such automobile, or with respect to which there is no bodily injury liability bond or insurance policy applicable at the time of the accident but the company writing the same denies coverage thereunder or refuses to admit coverage thereunder except conditionally or with reservation or such company is or becomes insolvent, or

(2) a hit-and-run automobile as defined;

(c) the term "uninsured automobile" shall not include:

(1) an insured automobile;

(2) an automobile which is owned or operated by a self insurer within the meaning of any motor vehicle financial responsibility law, motor carrier law or any similar law;

(3) an automobile which is owned by the United States of America, Canada, a state, a political subdivision of any such government or agency of any of the foregoing;

(4) land motor vehicle or trailer if operated on rails or crawler-treads or while located for use as a residence or premises and not as a vehicle; or

(5) a farm type tractor or equipment designed for use principally off public roads, except while actually upon public roads.

(d) "hit-and-run automobile" means an automobile which caused bodily injury to an insured arising out of physical contact of such automobile with the insured or with an automobile in which the insured is occupying at the time of the accident, provided: (1) there cannot be ascertained the identity of either the operator or owner of such "hit-and-run automobile" by the insured or someone on his behalf; (2) the insured or someone on his behalf shall have reported the accident within 24 hours to a police, peace or judicial officer or to the Commissioner of Motor Vehicles, and shall have filed with the company within 30 days thereafter a statement setting forth the facts of the accident and stating that the insured or his legal representative has a cause of action against an owner or operator whose identity is unknown and setting forth the name and address of the insured and of any witnesses to the accident; (3) the insured or someone on his behalf shall have made a reasonable effort to identify the owner or operator of the hit-and-run automobile; (4) the insured or someone on his behalf shall have exhausted all reasonable means available for recovery of damages from the owner or operator of the hit-and-run automobile; (5) the insured or his legal representative makes available for inspection by the company, upon the request of the company, the insured or his legal representative and makes available for inspection by the company, upon the request of the company, the insured or his legal representative makes available for inspection by the company, upon the request of the company, the insured or his legal representative makes available for inspection by the company, upon the request of the company, the insured or his legal representative

EXCLUSIONS

This endorsement does not apply:

(a) to bodily injury to an insured with respect to which such insured, his legal representative or any person entitled to payment under this endorsement shall, without written consent of the company, make any settlement with any person or organization who may be legally liable therefor;

(b) to bodily injury to an insured while occupying an automobile (other than an insured automobile owned by a named insured or any relative resident in the same household, or through being struck by such an automobile, but this exclusion does not apply to the principal named insured or his relatives while occupying or if struck by an automobile owned by an insured named in the schedule or his relatives;

(c) so as to inure directly or indirectly to the benefit of any workmen's compensation or disability benefits carrier or any person or organization qualifying as a self-insurer under any workmen's compensation or disability benefits law or any similar law.

CONDITIONS

1. **Policy Provisions.** None of the Insuring Agreements, Exclusions or Conditions of the policy shall apply to the insurance afforded by this endorsement except the Conditions "Notice" or "Notice of Accident," "Changes," "Assignment," "Cancellation" and "Declarations".

2. **Premium.** If during the policy period the number of insured automobiles owned by the principal named insured or spouse or the number of dealer's license plates issued to the principal named insured changes, such named insured shall notify the company during the policy period of any change and the premium shall be adjusted in accordance with the manuals in use by the company. If the earned premium thus computed exceeds the advance premium paid, such named insured shall pay the excess to the company; if less, the company shall return to such named insured the unearned portion paid by such insured.

3. **Proof of Claim; Medical Reports.** As soon as practicable, the insured or other person making claim shall give to the company written proof of claim, under oath if required, including full particulars of the nature and extent of the injuries, treatment, and other details entering into the determination of the amount payable hereunder. The insured and every other person making claim hereunder shall submit to examinations under oath by any person named by the company and subscribe the same, as often as may reasonably be required. Proof of claim shall be made upon forms furnished by the company unless the company shall have failed to furnish such forms within 15 days after receiving notice of claim.

   The injured person shall submit to physical examinations by physicians selected by the company when and as often as the company may reasonably require and he, or in the event of his incapacity his legal representative, or in the event of his death his legal representative or the person or persons entitled to sue therefor, shall upon each request from the company execute authorizations to enable the company to obtain medical reports and copies of records.

4. **Assistance and Cooperation of the Insured.** After notice of claim under this endorsement, the company may require the insured to take such action as may be necessary or appropriate to preserve his right to recover damages from any person or organization alleged to be legally responsible for the bodily injury; and in any action against the company, the company may require the insured to join such person or organization as a party defendant.

5. **Notice of Legal Action.** If, before the company makes payment of loss hereunder, the insured or his legal representative shall institute any legal action for bodily injury against any person or organization legally responsible for the use of an automobile involved in the accident, a copy of the summons and complaint or other process served in connection with such legal action shall be forwarded immediately to the company by the insured or his legal representative.

6. **Limits of Liability.** (a) The limit of liability stated in the schedule as applicable to "each person" is the limit of the company's liability for all damages, including damages for care or loss of services, because of bodily injury sustained by one person as the result of any one accident and, subject to the above provision respecting each person, the limit of liability stated in the schedule as applicable to "each accident" is the total limit of the company's liability for all damages, including damages for care or loss of services, because of bodily injury sustained by two or more persons as the result of any one accident.

   (b) Any loss payable under the terms of this coverage to or for any person shall be reduced by:

   (1) the amount paid and the present value of all amounts payable to him under any workmen's compensation law, exclusive of non-occupational disability benefits;

   (2) the amount the insured is entitled to recover from any other person insured under the Bodily Injury Liability coverage of this policy; and

   (3) all sums paid by or on behalf of the owner or operator of the uninsured automobile and any other person or organization jointly or severally liable together with such owner or operator for bodily injury to an insured.

   (c) The company shall not be obligated to pay under this coverage that part of the damages which the insured may be entitled to recover from the owner or operator of an uninsured automobile which represents expenses for medical services paid or payable under the Medical Payments coverage of the policy.

MICHIGAN NO FAULT INSURANCE ENDORSEMENT

THE HARTFORD

This endorsement forms a part of Policy No 10 C 646637 issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless another effective date is stated herein.

Effective date 1-1-74 12:01 A.M., standard time at the address of the named insured as stated herein.

Named Insured and Address

ASSOCIATED METALS & MINERALS CORP.

NY, NY

MARSH & MC LENNAN, INC. 25-2898
12-4-74:AS

SCHEDULE

COVERAGE			Auto No.	PREMIUM	
				Personal Protection	Property Protection
PERSONAL PROTECTION	Limit Per Month $ Wage Loss	Deductible $		$ $ $	$ $ $
PROPERTY PROTECTION				$ $	$ $
				TOTAL PREMIUM $	

INCLUDED IN COMPOSITE RATE

The Company agrees with the named insured, subject to all of the provisions of this endorsement and to all of the provisions of the policy except as modified herein, as follows:

A. MICHIGAN PERSONAL INJURY PROTECTION (PERSONAL PROTECTION INSURANCE)

Section I

Personal Injury Protection Coverage

The Company will pay, in accordance with Chapter 31 of the Michigan Insurance Code, to or on behalf of each eligible injured person or his dependent survivors, personal protection benefits consisting of:

(a) allowable expenses,

(b) work loss, and

(c) survivors' loss

as a result of bodily injury caused by accident and arising out of the ownership, operation, maintenance or use, including loading or unloading, of a motor vehicle as a motor vehicle.

Exclusions

This insurance does not apply

(a) to any benefits any person would otherwise be entitled to receive as a claimant for bodily injury intentionally caused by him to himself or to another;

(b) to bodily injury sustained by any person while using a motor vehicle which he had taken unlawfully, unless he reasonably believed that he was entitled to take and use such motor vehicle;

(c) to bodily injury sustained by any person, other than the named insured or any relative, while not occupying any motor vehicle, if the accident occurs outside the State of Michigan;

(d) to bodily injury sustained by the named insured while occupying, or through being struck by while not occupying, any motor vehicle owned or registered by the named insured and which is not an insured motor vehicle;

(e) to bodily injury sustained by any relative while occupying, or through being struck by while not occupying, any motor vehicle if such relative is the owner or registrant of such motor vehicle and has failed to maintain security with respect thereto as required by Chapter 31 of the Michigan Insurance Code;

(f) to bodily injury sustained by an owner or registrant of a motor vehicle involved in the accident with respect to which the security required by Chapter 31 of the Michigan Insurance Code is not in effect;

(g) to bodily injury sustained by any relative, if such relative is entitled to personal protection benefits as a named insured under the terms of any other policy with respect to such coverage;

(h) to bodily injury sustained by any person, other than the named insured or any relative, if such person is entitled to personal protection benefits as a named insured or relative under the terms of any other policy with respect to such coverage;

(i) to bodily injury sustained by any person, other than the named insured or any relative, while occupying, or through being struck by while not occupying, any motor vehicle, other than an insured motor vehicle, which is being operated by the named insured or relative if the owner or registrant of such motor vehicle has provided security with respect thereto as required by Chapter 31 of the Michigan Insurance Code;

(j) to bodily injury sustained by any person arising out of the ownership, operation, maintenance or use, including loading or unloading, of a parked motor vehicle unless

1. the motor vehicle was parked in such a way as to cause unreasonable risk of the bodily injury which occurred, or
2. such bodily injury was a direct result of physical contact with
   a. equipment permanently mounted on such motor vehicle while such equipment was being operated or used, or
   b. property being lifted onto or lowered from such motor vehicle in the loading or unloading process, or
3. such bodily injury was sustained by a person while occupying such motor vehicle;

(k) to bodily injury sustained by any person while occupying a motor vehicle located for use as a residence or premises;

(ii) to bodily injury sustained by any relative while occupying a motor vehicle owned or registered by the employer of the named insured or such relative for which security is maintained as required by Chapter 31 of the Michigan Insurance Code, unless such conveyance is an insured motor vehicle;

(iii) to bodily injury sustained by the named insured or any relative while occupying a motor vehicle owned or registered by the employer of the named insured or such relative for which security is maintained as required by Chapter 31 of the Michigan Insurance Code.

Definitions

When used in reference to this insurance:

"allowable expenses" means reasonable charges incurred for reasonably necessary products, services, and accommodations, for an eligible injured person's care, recovery or rehabilitation, including, but not limited to, expenses for medical, hospital, nursing, x-ray, dental, surgical, ambulance, funeral and burial services and prosthetic devices;

"bodily injury" means accidental bodily injury, sickness or disease, including death resulting therefrom;

"dependent survivors" means:

(a) the surviving spouse of the deceased eligible injured person if residing in the same household at the time of death, or if dependent upon such deceased at the time of death, provided that the dependency of such spouse shall terminate upon remarriage or death;

(b) any person who was dependent upon the deceased eligible injured person at the time of such eligible injured person's death, but only while such other person is

1. under the age of 18 years, or
2. physically or mentally incapacitated from earning, or
3. engaged full-time in a formal program of academic or vocational education or training;

"eligible injured person" means

(a) the named insured or any relative who sustains bodily injury in an accident involving a motor vehicle;

(b) any other person who sustains bodily injury

1. while occupying the insured motor vehicle, or
2. while not occupying any motor vehicle as a result of an accident involving the insured motor vehicle, or
3. as the result of an accident involving any other motor vehicle
   (i) which is being operated by the named insured or a relative, and
   (ii) to which the bodily injury liability insurance of the policy applies;

"income" means salary, wages, tips, commissions, fees, and other earnings derived from work or employment;

"insured motor vehicle" means a motor vehicle with respect to which

(a) the bodily injury liability insurance of the policy applies and for which a specific premium is charged, and

(b) the named insured is required to maintain security under Chapter 31 of the Michigan Insurance Code;

"motor vehicle" means a vehicle, including a trailer, operated or designed for operation upon a public highway by power other than muscular power which has more than two wheels;

"named insured" means the person or organization named in the declarations;

"occupying" means in or upon or entering into or alighting from;

"relative" means a person related to the named insured by blood, marriage or adoption (including a ward or foster child) who is a resident of the same household as the named insured;

"survivors' loss" means loss sustained during the first 3 years after the date of the accident by dependent survivors because of the death of an eligible injured person and consisting of

(a) contributions of tangible things of economic value, not including services, that such dependent survivors would have received for support during their dependency from the deceased had he not sustained the bodily injury causing death, and

(b) expenses reasonably incurred by such dependent survivors during their dependency in obtaining ordinary and necessary services in lieu of those that the deceased person would have performed for their benefit had he not sustained the bodily injury causing death;

"work loss" means loss sustained during the first 3 years after the date of the accident consisting of

(a) loss of income the eligible injured person would have earned had he not sustained bodily injury, and

(b) reasonable expenses incurred in obtaining ordinary and necessary services from others in lieu of those services that, had he not sustained bodily injury, the eligible injured person would have performed not for income but for the benefit of himself or his dependent,

but work loss does not include any loss after the date on which the eligible injured person dies.

Policy Period: Territory

This insurance applies only to accidents which occur during the policy period and within the United States of America, its territories or possessions, or Canada.

Limits of Liability

Regardless of the number of persons insured, policies or bonds applicable, claims made, or insured motor vehicles to which this insurance applies, the Company's liability for personal protection benefits to or on behalf of any one person who sustains bodily injury in any one motor vehicle accident is limited as follows:

1. allowable expenses shall not include charges for a hospital room in excess of a reasonable and customary charge for semi-private accommodations, except when the eligible injured person is [illegible]
2. the maximum amount payable for funeral and burial expenses shall not exceed $1,000;
3. the maximum amount payable for all work loss sustained in any single 30 day period, and any income earned from work performed by the eligible injured person within the same 30 day period, together shall not exceed the amount stated in the schedule of this endorsement or such other greater amount that is established and in effect at the time of the motor vehicle accident, under Section 3107B of Chapter 31 of the Michigan Insurance Code, and such amount shall apply pro rata to any lesser period of work loss, provided that
   (a) the maximum amount payable for loss of income because of work loss shall not exceed 85% of such lost income, unless the eligible injured person proves to the Company reasonable proof of a lower tax [illegible] in which case a greater percentage value shall apply;
   (b) the maximum amount payable for work loss, other than loss of income, incurred by the eligible injured person shall not exceed $20 per day;
4. the maximum amount payable for survivors' loss, because of the death of an eligible injured person, sustained in any single 30 day period shall not exceed $1,000, provided that the maximum amount payable for survivors' loss because of reasonable expenses incurred by such eligible injured person's dependent survivors shall not exceed $20 per day;
5. any amount payable by the Company under the terms of this insurance shall be reduced by the amount paid, payable or required to be provided under
   (a) the laws of any state or federal government;

Protection Against Uninsured Motorists Insurance Coverage Part

E127

THE HARTFORD

HARSH & MC LENNAN INC. 252898

This Coverage Part forms a part of Policy No. 10 C 646637 issued by THE HARTFORD INSURANCE GROUP Company designated therein, and takes effect as of the effective date of said policy unless otherwise stated herein.

DS11-27-74

(For use only if this Coverage Part is effective after the effective date of the Policy)

This Coverage Part is effective ..... (at the hour stated in the policy) and forms a part of the above designated policy issued to ASSOCIATED METALS AND MINERALS CORP.

The Company, in consideration of the payment of the premium and subject to all of the provisions of the policy not expressly modified herein, agrees with the *named insured* as follows:

SCHEDULE

The insurance afforded is only with respect to such of the following coverages as are indicated by specific premium charge or charges. The limit of the company's liability against each such coverage shall be as stated herein, subject to all the terms of this policy having reference thereto.

Coverage	Advance Premium	Limits of Liability
U -- Uninsured Motorists	$ INCLUDED	$ 15 ,000 each person
		$ 30 ,000 each accident

Designated Insured:

VEHICLES GARAGED IN NEVADA

Description of *Insured Highway Vehicles*
(Check appropriate box)

☒ Any *automobile* owned by the *named insured*

☐ Any *private passenger automobile* owned by the *named insured*

☐ Any *highway vehicle* to which are attached dealer's license plates issued to the *named insured*

☐ Any *highway vehicle* designated in the schedule of the policy by the letters "UM" and a *highway vehicle* ownership of which is acquired during the policy period by the *named insured* as a replacement therefor

☐ Any *mobile equipment* owned or leased by and registered in the name of the *named insured*

I. COVERAGE U -- UNINSURED MOTORISTS
(*Damages for Bodily Injury*)

The company will pay all sums which the *insured* or his legal representative shall be legally entitled to recover as damages from the owner or operator of an *uninsured highway vehicle* because of *bodily injury* sustained by the *insured*, caused by accident and arising out of the ownership, maintenance or use of such *uninsured highway vehicle*; provided, for the purposes of this coverage, determination as to whether the *insured* or such representative is legally entitled to recover such damages, and if so the amount thereof, shall be made by agreement between the *insured* or such representative and the company or, if they fail to agree, by arbitration.

No judgment against any person or organization alleged to be legally responsible for the *bodily injury* shall be conclusive, as between the *insured* and the company, of the issues of liability of such person or organization or of the amount of damages to which the *insured* is legally entitled unless such judgment is entered pursuant to an action prosecuted by the *insured* with the written consent of the company.

Exclusions

This insurance does not apply:

(a) to *bodily injury* to an *insured* with respect to which such *insured* or his legal representative or any person entitled to payment under this insurance shall, without written consent of the company, make any settlement with any person or organization who may be legally liable therefor;

(b) to *bodily injury* to an *insured* while *occupying* a *highway vehicle* (other than an *insured highway vehicle*) owned by the *named insured*, any *designated insured* or any relative resident in the same household as the *named* or *designated insured*, or through being struck by such a vehicle, but this exclusion does not apply to the *named insured* or his relatives while *occupying* or if struck by a *highway vehicle* owned by a *designated insured* or his relatives;

(c) so as to inure directly or indirectly to the benefit of any workmen's compensation or disability benefits carrier or any person or organization qualifying as a self-insurer under any workmen's compensation or disability benefits law or any similar law.

II. PERSONS INSURED

Each of the following is an *insured* under this insurance to the extent set forth below:

(a) the *named insured* and any *designated insured* and, while residents of the same household, the spouse and relatives of either;

(b) any other person while *occupying* an *insured highway vehicle*; and

(c) any person, with respect to damages he is entitled to recover because of *bodily injury* to which this insurance applies sustained by an *insured* under (a) or (b) above.

The insurance applies separately with respect to each *insured*, except with respect to the limits of the company's liability.

The conditions and provisions printed on pages UM-2 and UM-3 of this form are hereby referred to and made a part hereof.

This Coverage Part shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this Coverage Part takes effect on the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this Coverage Part.

Countersigned by .....

Authorized Agent

(Continued)

III. LIMITS OF LIABILITY

Regardless of the number of (1) persons or organizations who are *insureds* under this policy, (2) persons who sustain *bodily injury*, (3) claims made or suits brought on account of *bodily injury*, or (4) *highway vehicles* to which this policy applies, the company's liability is limited as follows:

(a) The limit of liability stated in the schedule as applicable to "each person" is the limit of the company's liability for all damages because of *bodily injury* sustained by one person as the [illegible] subject to the above provision [illegible] the limit of liability stated in the schedule as applicable to "each accident" is the total limit of the company's liability for all damages because of *bodily injury* sustained by two or more persons as the result of any one accident.

(b) Any amount payable under the terms of this insurance because of *bodily injury* sustained in an accident by a person who is an *insured* under this coverage shall be reduced by

(1) all sums paid on account of such *bodily injury* by or on behalf of

(i) the owner or operator of the *uninsured highway vehicle* and

(ii) any other person or organization jointly or severally liable together with such owner or operator for such *bodily injury*,

including all sums paid under the *bodily injury* liability coverage of the policy, and

(2) the amount paid and the present value of all amounts payable on account of such *bodily injury* under any workmen's compensation law, disability benefits law or any similar law.

(c) Any payment made under this insurance to or for any *insured* shall be applied in reduction of the amount of damages which he may be entitled to recover from any person or organization who is [illegible] under the *bodily injury* liability coverage of the policy.

(d) [illegible] company shall not be obligated to pay under this insurance [illegible] of the damages which the *insured* may be entitled to recover from the owner or operator of an *uninsured highway vehicle* which represents expenses for medical services paid or payable under the medical payments coverage of the policy.

IV. [illegible]; TERRITORY

This [illegible] applies only to accidents which occur during the policy period and within the United States of America, its territories or possessions, or Canada.

V. [illegible] DEFINITIONS

Wherever used in reference to this insurance (including endorsements forming a part of this policy):

"*designated insured*" means an individual named in the schedule under *Designated Insured*;

"*highway vehicle*" means a land motor vehicle or trailer other than

(a) a farm type tractor or other equipment designed for use principally off public roads, while not upon public roads,

(b) a vehicle operated on rails or crawler-treads, or

(c) a vehicle while located for use as a residence or premises;

"*uninsured highway vehicle*" means a *highway vehicle* which causes *bodily injury* to an *insured* arising out of physical contact of such vehicle with the *insured* or with a vehicle which the *insured* is occupying at the time of the accident, provided:

(i) [illegible] the ownership, maintenance or use of such highway vehicle [illegible]

[illegible]

(ii) a vehicle while being used without the permission of the owner;

(iii) under subparagraphs (b) and (c) above, a vehicle owned by the *named insured*, any *designated insured* or any resident of the same household as the *named* or *designated insured*; or

(iv) under subparagraphs (b) and (c) above, a vehicle furnished for the regular use of the *named insured* or any resident of the same household;

"*occupying*" means in or upon or entering into or alighting from;

"*state*" includes the District of Columbia, a territory or possession of the United States, and a province of Canada;

"*uninsured highway vehicle*" [illegible]

(a) a *highway vehicle* with respect to the ownership, maintenance or use of which there is, in at least the amounts specified by the financial responsibility law of the *state* in which the *insured highway vehicle* is principally garaged, no *bodily injury* liability bond or insurance policy applicable at the time of the accident with respect to any person or organization legally responsible for the use of such vehicle, or with respect to which there is a *bodily injury* liability bond or insurance policy applicable at the time of the accident but the company writing the same denies coverage thereunder or is or becomes insolvent; or

(b) a *hit-and-run vehicle*;

but the term "*uninsured highway vehicle*" shall not include:

(i) an *insured highway vehicle*,

(ii) a *highway vehicle* which is owned or operated by a self-insurer within the meaning of any motor vehicle financial responsibility law, motor carrier law or any similar law,

(iii) a *highway vehicle* which is owned by the United States of America, Canada, a *state*, a political subdivision of any such government or an agency of any of the foregoing.

VI. [illegible] CONDITIONS

A. [illegible]

[illegible] the policy period the number of *insured highway vehicles* owned by the *named insured* [illegible] or the number of dollars [illegible] is changed to the *named insured* changes, the *named insured* shall notify the company during the policy period of any change and the premium shall be adjusted in accordance with the manuals in use by the company. If the earned premium thus computed exceeds the advance premium paid, the *named insured* shall pay the excess to the company; if less, the company shall return to the *named insured* the unearned portion paid by such *insured*.

B. Proof of Claim; Medical Reports.

As soon as practicable, the *insured* or other person making claim shall give to the company written proof of claim, under oath if required, including full particulars of the nature and extent of the injuries, treatment, and other details entering into the determination of the amount payable hereunder. The *insured* and every other person making claim hereunder shall submit to examinations under oath by any person named by the company and subscribe the same, as often as may reasonably be required. Proof of claim shall be made upon forms furnished by the company unless the company shall have failed to furnish such forms within 15 days after receiving notice of claim.

The injured person shall submit to physical examinations by physicians selected by the company when and as often as the company may reasonably require and he, or in the event of his incapacity or death his legal representative, or in the event of his death his [illegible] the person or persons entitled to sue therefor, shall upon request from the company execute authorizations to enable the company to obtain medical reports and copies of records.

[illegible]

(Continued)

E. Other Insurance.

With respect to *bodily injury* to an *insured* while *occupying* a *highway vehicle* not owned by the *named insured*, this insurance shall apply only as excess insurance over any other similar insurance available to such *insured* and applicable to such vehicle as primary insurance, and this insurance shall then apply only in the amount by which the limit of liability for this coverage exceeds the applicable limit of liability of such other insurance.

Except as provided in the foregoing paragraph, if the *insured* has other similar insurance available to him and applicable to the [illegible] the maximum [illegible] be deemed [illegible] the highest [illegible] liability of this insurance and such other [illegible], and the company shall not be liable for a greater proportion of any loss to which this coverage applies than the limit of liability hereunder bears to the sum of the applicable limits of liability of this insurance and such other insurance.

F. Arbitration.

If any person making claim hereunder and the company do not agree that such person is legally entitled to recover damages from the owner or operator of an *uninsured highway vehicle* because of *bodily injury* to the *insured*, or do not agree as to the amount of payment which may be owing under this insurance, then, upon written demand of either, the matter or matters upon which such person and the company do not agree shall be settled by arbitration, which shall be conducted in accordance with the rules of the American Arbitration Association unless other means of conducting the arbitration are agreed to between the *insured* and the company, and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. Such person and the company each agree to consider itself bound and to be bound by any award made by the arbitrators pursuant to this insurance.

G. Trust Agreement.

In the event of payment to any person under this insurance:

(a) the company shall be entitled to the extent of such payment to the proceeds of any settlement or judgment that may result from the exercise of any rights of recovery of such person against any person or organization legally responsible for the *bodily injury* because of which such payment is made;

(b) such person shall hold in trust for the benefit of the company all rights of recovery which he shall have against such other person or organization because of the damages which are the subject of claim made under this insurance;

(c) such person shall do whatever is proper to secure and shall do nothing to prejudice such rights;

(d) if requested in writing by the company, such person shall take, through any representative designated by the company, such action as may be necessary or appropriate to recover such payment as damages from such other person or organization, such action to be taken in the name of such person; in the event of a recovery, the company shall be reimbursed out of such recovery for expenses, costs and attorneys' fees incurred by it in connection therewith;

(e) such person shall execute and deliver to the company such instruments and papers as may be appropriate to secure the rights and obligations of such person and the company established by this provision.

H. Payment of Loss by the Company.

Any amount due hereunder is payable

(a) to the *insured*, or

(b) if the *insured* be a minor to his parent or guardian, or

(c) if the *insured* be deceased to his surviving spouse, otherwise

(d) to a person authorized by law to receive such payment or to a person legally entitled to recover the damages which the payment represents;

provided, the company may at its option pay any amount due hereunder in accordance with division (d) hereof.

NEW JERSEY BASIC PERSONAL INJURY PROTECTION

MARSH & MC LENNAN INC. 252890
511-27-74

This endorsement forms a part of Policy No. 10 C 646637 issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless another effective date is stated herein.

Named Insured and Address

ASSOCIATED METALS AND MINERALS CORP.
N.Y. N.Y.

Effective date 12:01 A. M., standard time at the address of the named insured as stated herein.

SCHEDULE

COVERAGE	Auto No.	PREMIUMS
BASIC PERSONAL INJURY PROTECTION		$ $ $ $ $
	TOTAL PREMIUM $	INCLUDED

This endorsement provides coverage as required under the New Jersey Automobile Reparation Reform Act, commonly referred to as the "New Jersey No-Fault Law".

All terms printed in **bold face**, other than section headings or titles, are defined terms. For a complete understanding of provisions containing these terms refer to the section entitled "Definitions".

The Company agrees with the **named insured**, subject to all of the provisions in this endorsement and to all of the provisions of the policy except as modified herein, as follows:

SECTION I

Basic Personal Injury Protection

The Company will pay basic personal injury protection benefits consisting of

(a) **medical expense benefits,**
(b) **income continuation benefits,**
(c) **essential services benefits,**
(d) **survivor benefits,** and
(e) **funeral expense benefits**

with respect to bodily injury sustained by an eligible injured person, caused by accident and arising out of the ownership, maintenance or use, including loading or unloading, of a **private passenger automobile** as an automobile.

Exclusions

The insurance under this endorsement does not apply:

(a) to bodily injury to a person whose conduct contributed to the injury in any of the following ways:
  (1) while committing a high misdemeanor or felony or seeking to avoid lawful apprehension or arrest by a police officer, or
  (2) while acting with specific intent to cause injury or damage to himself or others;

injured person as reimbursement for payments made to others, for substitute essential services of the type actually rendered during his lifetime and which he would ordinarily have performed not for income but for the care and maintenance of himself and his relatives;

"funeral expense benefits" means an amount not exceeding $1,000 for reasonable funeral, burial and cremation expenses incurred;

"income" means salary, wages, tips, commissions, fees and other earnings derived from work or employment;

"income continuation benefits" means an amount not exceeding a limit of $100 per week and a total limit of $5,200 payable for the loss of income of an **income producer** during his lifetime, as a result of bodily injury disability;

"income producer" means a person who, at the time of the accident, was in an occupational status, earning or producing **income**;

"insured automobile" means an automobile with respect to which the named insured is required to maintain automobile liability insurance coverage under the New Jersey Automobile Reparation Reform Act, to which the bodily injury liability insurance of the policy applies and for which a specific premium is charged;

"medical expense benefits" means all reasonable expenses incurred for medical, surgical and dental treatment, professional nursing, hospital and rehabilitation services, x-ray and other diagnostic services, prosthetic devices, ambulance services, medication and other reasonable and necessary expenses incurred for treatment pre-

(b) to bodily injury to the named insured or any relative of the named insured sustained while occupying, using or entering into or alighting from a private passenger automobile which is not an insured automobile under this policy, if he is required to maintain automobile liability insurance coverage with respect to the automobile under the New Jersey Automobile Reparation Reform Act;

(c) to bodily injury to any person, other than the named insured or a relative of the named insured or a resident of New Jersey, if the accident occurs outside of New Jersey;

(d) to bodily injury arising out of the ownership, maintenance, or use, including loading or unloading, of any vehicle while located for use as a residence or premises other than for transitory recreational purposes;

(e) to bodily injury due to war, whether or not declared, civil war, insurrection, rebellion or revolution, or to any act or condition incident to any of the foregoing;

(f) to bodily injury resulting from the radioactive, toxic, explosive or other hazardous properties of nuclear material.

Definitions

As used in this reference to this insurance:

"bodily injury" means bodily injury, sickness or disease, including death at any time resulting therefrom;

"eligible injured person" means

(a) the named insured or any relative of the named insured, if the named insured or relative sustains bodily injury

(1) while occupying, using, entering into or alighting from a private passenger automobile, or

(2) as a pedestrian, caused by a private passenger automobile or as a result of being struck by an object propelled from such automobile; or

(b) any other person who sustains bodily injury

(1) while, with the permission of the named insured, occupying, using, entering into or alighting from the insured automobile, or

(2) as a pedestrian, caused by the insured automobile or as a result of being struck by an object propelled from the insured automobile;

"survivor benefits" means an amount not exceeding [illegible] of $[illegible] per day and a total limit of $4,000 payable to an eligible

scribed by persons licensed to practice medicine, surgery, psychology or chiropractic, or for any nonmedical remedial treatment rendered in accordance with a recognized religious method of healing;

"named insured" means the person or organization named as the insured in the declarations. If the insured automobile is owned by a farm family co-partnership or corporation, the term "named insured" also includes the head of the household of each family designated in the policy as having a working interest in the farm;

"pedestrian" means any person who is not occupying a vehicle propelled by other than muscular power and designed primarily for use on highways, rails and tracks and includes any person who is entering into or alighting from such a vehicle;

"private passenger automobile" means a self-propelled vehicle designed for use principally on public roads and which is one of the following types:

(1) a private passenger or station wagon type automobile,

(2) a pick-up or panel truck or delivery sedan, or

(3) a utility automobile designed for personal use as a camper or motor home or for family recreational purposes, but

a private passenger automobile does not include a motorcycle, an automobile used as a public or livery conveyance for passengers, a pick-up or panel truck, delivery sedan or utility automobile customarily used for business, occupational or professional purposes other than farming or ranching or a utility automobile customarily used for the transportation of passengers other than members of the user's family or their guests;

"relative" means a person related to the named insured by blood, marriage or adoption (including a ward or foster child) who resides at the same household as the named insured;

"survivor benefits" means the amount or amounts payable in the event of the death of an eligible injured person as determined in subdivision (1) or (2) hereof, as appropriate:

(1) if the eligible injured person is an income producer at the time of the accident, an amount equal to the difference between $6,200 and all basic income continuation benefits paid for any loss of income resulting from his injury prior to his death;

(2) if the eligible injured person is not any performed services for the care and maintenance of himself, his family or family household, an amount not to exceed the difference between $4,000 and all essential services benefits paid with respect to his injury prior to death.

Limit of Liability

Any amount payable by the Company as personal injury protection benefits with respect to bodily injury shall be reduced by all amounts that are payable or are required to be provided under any workmen's compensation or employers' liability law, or under Medicare provided under federal law.

The applicable limit on **income continuation benefits** applies separately to each full regular and customary work week of an eligible injured person. If his disability from work or employment consists of or includes only a part of such a week, the Company shall be liable for only that proportion of such week, that the number of days he was from work or employment during the part of week bears to the number of days in his full work week.

Policy Period; Territory

This insurance applies only to accidents which occur during the policy period and within the United States of America, its territories or possessions or Canada.

Conditions

1. **Notice.** In the event of an accident, written notice containing particulars sufficient to identify the eligible injured person, and also reasonable obtainable information respecting the time, place and circumstances of the accident shall be given by or on behalf of each eligible injured person to the Company or any of its authorized agents as soon as practicable. If any eligible injured person, his legal representative or survivors shall institute an action to recover damages from any person or organization liable to such eligible injured person, his legal representatives or his survivors, a copy of the summons and complaint or other process served in connection with such legal action shall be forwarded as soon as practicable to the Company by such eligible injured person, his legal representatives or his survivors.
2. **Medical Reports; Proof of Claim.** As soon as practicable the eligible injured person or someone on his behalf shall give to the Company written proof of claim, including full particulars of the nature and extent of the injuries and treatment received and contemplated, and such other information as may assist the Company in determining the amount due and payable. The eligible injured person shall submit to physical examination by physicians when and as often as the Company may reasonably require and a copy of the medical report will be forwarded to such eligible injured person if requested.
3. **Multiple Policies Applicable to One Accident: Non-duplication of Benefits; Priority of Complying Policies.** Regardless of the number of automobiles insured for basic personal injury protection coverage pursuant to Section 4 of the New Jersey Automobile Reparation Reform Act, or the number of insurers or policies affording such coverage, there shall be no duplication of payment of basic personal injury protection benefits and the aggregate maximum amount payable under this and all applicable policies with respect to bodily injury to any one person as the result of any one accident shall not exceed the applicable amounts or limits specified in Section 4 of said Act.
6. **Payment of Personal Injury Protection Benefits.** Medical expense benefits and essential services benefits may be paid at the option of the Company to the eligible injured person or to any person or organization furnishing the products or services for which such benefits are due. In the event of the death of any eligible injured person any amounts payable but not paid prior to his death for medical expense benefits are payable to the eligible injured person's estate.

   Benefits payable under subdivision (2) of the definition of survivor benefits are payable to the eligible injured person's surviving spouse, or if there is no surviving spouse, to the children, or if there are no children, to the eligible injured person's estate.

   Benefits payable under subdivision (2) of the definition of survivor benefits are payable to the personal representative of the estate of providing essential services.

   Funeral expense benefits are payable to the eligible injured person's estate.

SECTION II

Extended Medical Expense Benefits

The Company will pay medical expense benefits up to the limit of liability of $10,000 when bodily injury to an insured person, caused by an accident occurring within the United States of America, its territories or possessions or Canada, arises out of the operation, maintenance or use of a highway vehicle not owned by the named insured or any relative of the named insured.

Exclusions

The insurance under Section II is subject to all of the exclusions applicable to Section I, except that the word "person" in exclusion (c) is replaced by the word **"pedestrian"**.

Definitions

The definitions under Section I apply to Section II except that the term "highway vehicle" means a land motor vehicle or trailer other than (1) a farm type tractor or other equipment designed for use principally off public roads, while not upon public roads, (2) a vehicle operated on rails or crawler treads or (3) a vehicle while located for use as a residence or premises;

"insured person" means

(a) the named insured or any relative of the named insured, if the named insured or relative sustains bodily injury

   (1) while occupying, using, entering into or alighting from a highway vehicle; or

   (2) while a pedestrian, caused by a highway vehicle;

(b) any other person who sustains bodily injury while occupying a highway vehicle (other than a motorcycle or a vehicle not used as a public or livery conveyance) of such highway vehicle being operated by the named insured or a relative of the named

This insurance applies on a primary basis to bodily injury to the named insured and his relative and on a secondary basis to all other eligible injured persons. Similarly, the basic personal injury protection coverage provided by other complying policies applies on a primary basis to bodily injury to those persons who are named insureds under such policies and their relatives. If an eligible injured person to whom this insurance applies on a secondary basis has other basic personal injury protection coverage under another complying policy applicable to his bodily injury on a primary basis, all claims for basic personal injury protection benefits shall first be made against the insurer issuing the other complying policy. No basic personal injury protection benefits shall be due and payable under this insurance unless the other insurer fails to pay such benefits by reason of insolvency and the Company has been given written notice by the claimant of such failure. "Complying Policy" means a policy of automobile liability insurance maintained pursuant to the requirements of Section 3 of the New Jersey Automobile Reparation Reform Act and providing basic personal injury protection coverage as approved by the Commissioner of Insurance.

Subrogation. In the event of any payment under this endorsement, the Company is subrogated to the rights of the person for whose benefit such payments were made, to the extent of such payments, and such person must execute and deliver instruments and papers and do whatever else is necessary to secure such rights. Such person shall do nothing after loss to prejudice such rights.

Reimbursement and Trust Agreement. Subject to any applicable limitations set forth in the New Jersey Automobile Reparation Reform Act, in the event of any payment to any person under this endorsement:

(a) the Company shall be entitled to the extent of such payment to the proceeds of any settlement or judgment that may result from the exercise of any rights of recovery of such person against any person or organization legally responsible for the bodily injury because of which such payment is made, and the Company shall have a lien to the extent of such payment notice of which may be given to the person or organization causing such bodily injury, his agent, his insurer or a court having jurisdiction in the matter;

(b) such person shall hold in trust for the benefit of the Company all rights of recovery which he shall have against such other person or organization because of such bodily injury;

(c) such person shall do whatever is proper to secure and shall do nothing after loss to prejudice such rights;

(d) such person shall execute and deliver to the Company such instruments and papers as may be appropriate to secure the rights and obligations of such person and the Company established by this provision.

insured or any other person using such highway vehicle with the permission of the named insured;

(c) any other person who sustains bodily injury while occupying an insured automobile if such insured automobile is being operated by the named insured or a relative of the named insured or any other person using such insured automobile with the permission of the named insured.

Conditions

Conditions 1, 2 and 4 of Section I apply to Section II, except that the term "insured person" for "eligible injured person" wherever it appears therein. The following additional condition applies under Section II:

Other Insurance or Benefits. This insurance does not apply to loss or expense with respect to which an insured person is entitled to benefits under any workmen's compensation law or Medicare provided under federal law or under Section 4 of the New Jersey Automobile Reparation Reform Act.

This insurance does not apply to loss or expense to the extent that benefits are payable or are required to be provided therefor under any other automobile no-fault law or under any other automobile medical payments insurance.

SECTION III

In consideration of the insurance afforded under Sections I and II of this endorsement, and the adjustment of applicable rates:

(a) any amount payable for economic loss under the Reparation Act or the Uninsured Motorists Coverage [illegible] or amount of any personal injury protection benefit payable under this or any other automobile insurance policy because of bodily injury to an eligible injured person;

(b) any Automobile Medical Payments or Medical Expense Coverage afforded under the policy is deleted with respect to an automobile which is an insured automobile.

SECTION IV

Premium Recomputation

The premium for the policy is based on rates which have been reduced in accordance with Section 18 of the New Jersey Automobile Reparation Reform Act to reflect the limitations on the right to recover damages imposed by Section 8 of said Act. If a court of competent jurisdiction declares, or enters a judgment the effect of which is to render, Section 8 of the Act invalid or unenforceable in whole or in part, the Company shall have the right to recompute the premium payable for the policy on the basis of revised rates which are subject to approval by the Commissioner of Insurance.

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement gives effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement.

Countersigned by

Authorized Agent

ÓMOBILE

PROTECTION AGAINST UNINSURED MOTORISTS INSURANCE
(NEW JERSEY)

I & MC LEHMAN INC. 252898
-27-74

endorsement forms a part of the policy issued by THE HARTFORD INSURANCE GROUP company designated therein, which indicates this rsement forms a part thereof, and takes effect as of the effective date of said policy.

SCHEDULE

Designated Insured	Advance Premium	Limits of Liability	
	Included	Bodily Injury Liability:	15 thousand dollars each person 30 thousand dollars each accident
		Property Damage Liability:	5 thousand dollars each accident

ription of Insured Highway Vehicles:
An insured highway vehicle is any highway vehicle registered or principally garaged in New Jersey (1) which is designated by ☒ below or (2) if no ☒ is entered below, which is an owned automobile under Section I of the policy.

- ☐ A private passenger automobile owned by the named insured
- ☒ Owned by the named insured
- ☐ Designated in the declarations of the policy by the letters "UM" and any highway vehicle of the same type ownership of which is acquired during the policy period by the named insured as a replacement therefor
- ☐ Any mobile equipment owned by the named insured
- ☐ .....

onsideration of the payment of premium and subject to all of the provisions of this endorsement and to the applicable provisions of the policy, the pany agrees with the named insured as follows:

UNINSURED MOTORISTS COVERAGE

(Damages for Bodily Injury and Property Damage Caused by Uninsured Highway Vehicles)

The company will pay all sums which the insured or his legal representative shall be legally entitled to recover as damages from the owner or operator of an uninsured highway vehicle because of bodily injury or property damage, caused by accident and arising out of the ownership, maintenance or use of such uninsured highway vehicle; provided, for the purposes of this coverage, determination as to whether the insured or such representative is legally entitled to recover such damages, and if so the amount thereof, shall be made by agreement between the insured or such representative and the company or, if they fail to agree, by arbitration.

No judgment against any person or organization alleged to be legally responsible for the bodily injury or property damage shall be conclusive, as between the insured and the company, of the issues of liability of such person or organization or of the amount of damages to which the insured is legally entitled unless such judgment is entered pursuant to an action prosecuted by the insured with the written consent of the company.

Exclusions

The insurance does not apply:

(a) to bodily injury or property damage with respect to which the insured, his legal representative or any person entitled to payment under this insurance shall, without written consent of the company, make any settlement with any person or organization who may be legally liable therefor;
(b) to bodily injury to an insured while occupying a highway vehicle (other than an insured highway vehicle) owned by the named insured, any designated insured or any relative resident in the same household as the named or designated insured, or through being struck by such a vehicle; but this exclusion does not apply to the named insured or his relatives while occupying or if struck by a highway vehicle owned by a designated insured or his relatives;
(c) to property contained in or struck by a highway vehicle (other than an insured highway vehicle) owned by the named insured, any designated insured or any relative resident in the same household as the named or designated insured, but this exclusion does not apply to property of the named insured or his relatives while contained in or struck by a highway vehicle owned by a designated insured or his relatives;
(d) so as to inure directly or indirectly to the benefit of any workmen's compensation or disability benefits carrier or any person or organization qualifying as a self-insurer under any workmen's compensation or disability benefits law or any similar law;
(e) to the first $100 of the amount of property damage to the property of each insured as the result of any one accident;
(f) so as to inure directly or indirectly to the benefit of any insurer of property;
(g) to property damage arising out of the ownership, maintenance or use of a hit-and-run vehicle.

PERSONS INSURED

Each of the following is an insured under this insurance to the extent set forth below:

(a) the named insured and any designated insured and, while residents of the same household, the spouse and relatives of either;
(b) any other person while occupying an insured highway vehicle; and
(c) any person, with respect to damages he is entitled to recover because of bodily injury to which this insurance applies sustained by an insured under (a) or (b) above.

The insurance applies separately with respect to each insured, except with respect to the limits of the company's liability.

LIMITS OF LIABILITY

Regardless of the number of insureds under this insurance, the company's liability is limited as follows:

(a) The limit of bodily injury liability stated in the schedule as applicable to "each person" is the limit of the company's liability for all damages because of bodily injury sustained by one person as the result of any one accident and, subject to the above provision respecting "each person", the limit of liability stated in the schedule as applicable to "each accident" is the total limit of the company's liability for all damages because of bodily injury sustained by two or more persons as the result of any one accident.
(b) The limit of property damage liability stated in the schedule is the total limit of the company's liability for all damages because of property damage to all property of one or more insureds as the result of any one accident.
(c) The amount payable under the terms of this insurance because of bodily injury or property damage sustained in an accident by a person who is an insured shall be reduced by
  (1) sums paid on account of such bodily injury or property damage by or on behalf of
    (i) the owner or operator of the uninsured highway vehicle and
    (ii) any other person or organization jointly or severally liable together with such owner or operator for such bodily injury or property damage,
  including all sums paid under the bodily injury or property damage liability coverage of the policy, and
  (2) the amount paid and the present value of all amounts payable on account of such bodily injury under any workmen's compensation law, disability benefits law or any similar law.
(d) Any payment made under this insurance to or for any insured shall be applied in reduction of the amount of damages which he may be entitled to recover from any person insured under the bodily injury or property damage liability coverage of the policy.
(e) The company shall not be obligated to pay under this insurance that part of the damages which the insured may be entitled to recover from the owner or operator of an uninsured highway vehicle which represents expenses for medical services paid or payable under the medical payments or medical expense coverage of the policy or which represents loss paid or payable to the insured under any automobile physical damage insurance of the policy.

POLICY PERIOD; TERRITORY

This insurance applies only to accidents which occur during the policy period and within the United States of America, its territories or possessions, or Canada.

ADDITIONAL DEFINITIONS

When used in reference to this insurance (including endorsements forming a part of the policy),

"bodily injury" means bodily injury, sickness or disease, including death, sustained by an insured under (a) or (b) of the Persons Insured provision;

"designated insured" means an individual named in the schedule under Designated Insured and also includes his spouse, if a resident of the same household;

"land motor vehicle" means a land motor vehicle or trailer other than
(1) a farm type tractor or other equipment designed for use principally off public roads, while not upon public roads,
(2) a vehicle operated on rails or crawler-treads, or
(3) a vehicle while located for use as a residence or premises;

"uninsured highway vehicle" means (i) a highway vehicle which causes an accident resulting in bodily injury to an insured arising out of physical contact of such vehicle with the insured or with a vehicle which the insured is occupying at the time of the accident, or (ii) a highway vehicle which without physical contact with the insured or with a vehicle which the insured is occupying at the time of the accident causes bodily injury to an insured arising out of an accident in New Jersey, provided:
(a) there cannot be ascertained the identity of either the operator or owner of such highway vehicle; and
(b) the insured or someone on his behalf shall have reported the accident within 48 hours to a police, peace or judicial officer or to the Commissioner of Motor Vehicles, and shall have filed with the company within 30 days thereafter a statement under oath that the insured or his legal representative has a cause or causes of action arising out of such accident for damages against a person or persons whose identity is unascertainable, and setting forth the facts in support thereof; and
(c) at the company's request, the insured or his legal representative makes available for inspection the vehicle which the insured was occupying at the time of the accident, and
(d) with respect to subdivision (ii) the facts of such accident can be corroborated by competent evidence other than the testimony of any person having a claim under this or any other similar insurance as the result of such accident;

"uninsured highway vehicle" means a highway vehicle:
(a) described in the schedule as an insured highway vehicle to which the bodily injury and property damage liability coverage of the policy applies,
(b) while temporarily used as a substitute for an insured highway vehicle as described in subparagraph (a) above, when withdrawn from normal use because of its breakdown, repair, servicing, loss or destruction;
(c) while being operated by the named or designated insured or by the spouse of either if a resident of the same household,
(d) [illegible] uninsured highway vehicle [illegible]
(e) [illegible] unless such use is specifically declared and described in the policy;
(f) a vehicle while being used without the permission of the owner;

(iii) under subparagraphs (b) and (c) above, a vehicle owned by the named insured, any designated insured or any resident of the same household as the named or designated insured, or

(iv) under subparagraphs (b) and (c) above, a vehicle furnished for the regular use of the named insured or any resident of the same household;

"Insured" means the individual named in item 1 of the declarations and also includes his spouse, if a resident of the same household;

"Occupying" means in or upon or entering into or alighting from;

"property damage" means injury to or destruction of (i) an insured highway vehicle owned by the named insured or his spouse, if a resident of the same household, (ii) any property owned by an insured under (a) or (b) of the Persons Insured provisions while contained in such insured highway vehicle and (iii) any property owned by an insured under (a) of the Persons Insured provision while contained in any insured highway vehicle;

"State" includes the District of Columbia, a territory or possession of the United States, and a province of Canada.

"Uninsured highway vehicle" means:

(a) a highway vehicle with respect to the ownership, maintenance or use of which there is, in at least the amounts specified by the financial responsibility law of the state in which the insured highway vehicle is principally garaged, no bodily injury and property damage liability bond or insurance policy applicable at the time of the accident with respect to any person or organization legally responsible for the use of such vehicle, or with respect to which there is a bodily injury and property damage liability bond or insurance policy applicable at the time of the accident but the company writing the same denies coverage thereunder or is or becomes insolvent; or

(b) a hit-and-run vehicle, but only with respect to bodily injury caused thereby;

but the term "uninsured highway vehicle" shall not include:

(i) an insured highway vehicle,

(ii) a highway vehicle which is owned or operated by a self-insurer within the meaning of any motor vehicle financial responsibility law, motor carrier law or any similar law,

(iii) a highway vehicle which is owned by the United States of America, Canada, a state, a political subdivision of any such government or an agency of any of the foregoing.

VI ADDITIONAL CONDITIONS

A Policy Provisions.

None of the Insuring Agreements, Exclusions, Conditions or other provisions of the policy shall apply to the insurance afforded by this endorsement except the Conditions "Notice" (or "Notice of Accident" or "Insured's Duties in Event of Occurrence, Claim or Suit"), "Changes," "Assignment," "Cancellation" and "Declarations".

B Premium.

If during the policy period the number of insured highway vehicles owned by the named insured or spouse or the number of dealer's license plates issued to the named insured changes, the named insured shall notify the company during the policy period of any change and the premium shall be adjusted in accordance with the manuals in use by the company. If the earned premium thus computed exceeds the advance premium paid, the named insured shall pay the excess to the company; if less, the company shall return to the named insured the unearned portion paid by such insured.

C. Proof of Claim.

As soon as practicable, the insured or other person making claim shall give to the company written proof of claim, under oath if required, including full particulars of the nature and extent of the injuries, treatment, and other details entering into the determination of the amount payable hereunder. The insured and every other person making claim hereunder shall submit to examinations under oath by any person named by the company and subscribe the same as often as may reasonably be required. Proof of claim shall be made upon forms furnished by the company unless the company shall have failed to furnish such forms within 15 days after receiving notice of claim.

The insured person shall submit to physical examinations by physicians selected by the company when and as often as the company may reasonably require, and he, or in the event of his incapacity his legal representative, or in the event of his death his legal representative or the person or persons entitled to sue therefor, shall upon each request from the company execute authorization to enable the company to obtain medical reports and copies of records.

The insured or other person making claim for damage to property shall file proof of loss with the company within sixty days after the occurrence of loss unless such time is extended in writing by the company, in the form of a sworn statement setting forth the interest of the insured and of all others in the property affected, any encumbrances thereon, the actual cash value thereof at time of loss, the amount, place, time and cause of such loss, and the description and amounts of all other insurance covering such property. Upon the company's request, the insured shall exhibit the damaged property to the company.

D Assistance and Cooperation of the Insured.

After notice of claim under this insurance, the company may require the insured to take such action as may be necessary or appropriate to preserve his right to recover damages from any person or organization alleged to be legally responsible for the bodily injury or property damage and in any action against the company, the company may require the insured to join such person or organization as a party defendant.

E Notice of Legal Action.

If, before the company makes payment of loss hereunder, the insured or his legal representative shall institute any legal action for bodily injury or property damage against any person or organization legally responsible for the use of a highway vehicle involved in the accident, a copy of the summons and complaint or other process served in connection with such legal action shall be forwarded immediately to the company by the insured or his legal representative.

7. **Other Insurance.** With respect to bodily injury to any insured occupying an automobile other than an owned automobile to which the Bodily Injury Liability coverage applies, the insurance hereunder shall not apply if the owner of such automobile has insurance similar to that provided herein.

Subject to the preceding paragraph, if the insured has other similar insurance available to him, any damages shall be deemed not to exceed the higher of the applicable limits of the respective coverages and such damages shall be prorated between such coverages in such proportion that the coverage bears to the total of such limits.

8. **Arbitration.** If any person making claim hereunder and the company do not agree that such person is legally entitled to recover damages from the owner or operator of an uninsured automobile because of bodily injury to the insured, or do not agree as to the amount of payment which may be owing under this insurance, then, upon written demand of either, the matter or matters upon which such person and the company do not agree shall be settled by a single neutral arbitrator, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Such person and the company each agree to consider itself bound and to be bound by any award made by the arbitrator pursuant to this insurance.

9. **Trust Agreement.** In the event of payment to any person under this endorsement:

(a) the company shall be entitled to the extent of such payment to the proceeds of any settlement or judgment that may result from the exercise of any rights of recovery of such person against any person or organization legally responsible for the bodily injury because of which such payment is made;

(b) such person shall hold in trust for the benefit of the company all rights of recovery which he shall have against such other person or organization because of the damages which are the subject of claim made under this endorsement;

(c) such person shall do whatever is proper to secure and shall do nothing after loss to prejudice such rights;

(d) if requested in writing by the company, such person shall take, through any representative designated by the company, such action as may be necessary or appropriate to recover such payment as damages from such other person or organization, such action to be taken in the name of such person; in the event of a recovery, the company shall be reimbursed out of such recovery for expenses, costs and attorneys' fees incurred by it in connection therewith;

(e) such person shall execute and deliver to the company such instruments and papers as may be appropriate to secure the rights and obligations of such person and the company established by this provision.

10. **Payment of Loss by the Company.** Any amount due hereunder is payable to the insured or, if deceased, to his parent or spouse or, if there be no surviving spouse or parent, to a person authorized by law to receive such payment or to the legal representative of the person to which the payment represents, provided, the company may, at its option, pay any amount due hereunder with division (d) hereof.

11. **Action Against Company.** No action shall lie against the company unless, as a condition precedent thereto, the insured or his legal representative has fully complied with all the terms of this policy and unless within one year from the date of the accident:

(a) bodily injury has been sustained as the result of an accident in a court of competent jurisdiction, or

(b) agreement as to the amount due under this coverage has been concluded, or

(c) the insured or his legal representative has formally instituted arbitration proceedings.

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, except as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement is attached at the inception date of the policy, and, at the time of such policy, premium or part thereof, computed at the rate of three dollars per [illegible] and any duly authorized agent of the company shall countersign a valid counterpart of this endorsement.

INSURANCE GROUP
HARTFORD, CONNECTICUT

Countersigned by ..... *Authorized Agent*

Form A-1957-3

3/7/AL/BJ

Protection Against

THE HARTFORD INSURANCE GROUP
HARTFORD, CONNECTICUT

UNINSURED MOTORISTS INSURANCE
MARSH & MC LENNAN INC. 252898
COVERAGE PART

E138

This Coverage Part forms a part of Policy No. 10 C 646637E issued by THE HARTFORD INSURANCE GROUP Company designated therein, and takes effect as of the effective date of said policy unless otherwise stated herein.

(For use only if this Coverage Part is effective after the effective date of the Policy)
This Coverage Part is effective 1-1-74 (at the hour stated in the policy) and forms a part of the above designated policy issued to ASSOCIATED METALS & MINERALS CORP.

The Company, in consideration of the payment of the premium and subject to all of the provisions of the policy not expressly modified herein, agrees with the *named insured* as follows:

SCHEDULE

The insurance afforded is only with respect to such of the following coverages as are indicated by specific premium charge or charges. The limit of the company's liability against each such coverage shall be as stated herein, subject to all the terms of this policy having reference thereto.

Coverage	Advance Premium	Limits of Liability
U — Uninsured Motorists	$ INCL	$ 12,500 ,000 each person
		$ 25 ,000 each accident

Designated Insured:

VEHICLE GARAGED IN OHIO

Description of *Insured Highway Vehicles*
(Check appropriate box)

☒ Any *automobile* owned by the *named insured*

☐ Any *private passenger automobile* owned by the *named insured*

☐ Any *highway vehicle* to which are attached dealer's license plates issued to the *named insured*

☐ Any *highway vehicle* designated in the schedule of the policy by the letters "UM" and a *highway vehicle* ownership of which is acquired during the policy period by the *named insured* as a replacement therefor

☐ Any *mobile equipment* owned or leased by and registered in the name of the *named insured*

☐ .....

I. COVERAGE U — UNINSURED MOTORISTS
(*Damages for Bodily Injury*)

The company will pay all sums which the *insured* or his legal representative shall be legally entitled to recover as damages from the owner or operator of an *uninsured highway vehicle* because of *bodily injury* sustained by the *insured*, caused by accident and arising out of the ownership, maintenance or use of such *uninsured highway vehicle*; provided, for the purposes of this coverage, determination as to whether the *insured* or such representative is legally entitled to recover such damages, and if so the amount thereof, shall be made by agreement between the *insured* or such representative and the company or, if they fail to agree, by arbitration.

No judgment against any person or organization alleged to be legally responsible for the *bodily injury* shall be conclusive, as between the *insured* and the company, of the issues of liability of such person or organization or of the amount of damages to which the *insured* is legally entitled unless such judgment is entered pursuant to an action prosecuted by the *insured* with the written consent of the company.

Exclusions

This insurance does not apply:

(a) to *bodily injury* to an *insured* with respect to which such *insured*, his legal representative or any person entitled to payment under this insurance shall, without written consent of the company, make any settlement with any person or organization who may be legally liable therefor;

(b) to *bodily injury* to an *insured* while *occupying* a *highway vehicle* (other than an *insured highway vehicle*) owned by the *named insured*, any *designated insured* or any relative resident in the same household as the *named* or *designated insured*, or through being struck by such a vehicle, but this exclusion does not apply to the *named insured* or his relatives while *occupying* or if struck by a *highway vehicle* owned by a *designated insured* or his relatives;

(c) so as to inure directly or indirectly to the benefit of any workmen's compensation or disability benefits carrier or any person or organization qualifying as a self-insurer under any workmen's compensation or disability benefits law or any similar law.

II. PERSONS INSURED

Each of the following is an *insured* under this insurance to the extent set forth below:

(a) the *named insured* and any *designated insured* and, while residents of the same household, the spouse and relatives of either;

(b) any other person while *occupying* an *insured highway vehicle*; and

(c) any person, with respect to damages he is entitled to recover because of *bodily injury* to which this insurance applies sustained by an *insured* under (a) or (b) above.

The insurance applies separately with respect to each *insured*, except with respect to the limits of the company's liability.

The conditions and provisions printed on pages UM-2 and UM-3 of this form are hereby referred to and made a part hereof.
This Coverage Part shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this Coverage Part takes effect at the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this Coverage Part.

Countersigned by .....
Authorized Agent

UNINSURED MOTORISTS INSURANCE

COVERAGE PART

(Continued)

I. LIMITS OF LIABILITY

Regardless of the number of *insureds* under this policy, the company's liability is limited as follows:

[illegible] The limit of liability stated in the schedule as applicable to "each person" is the limit of the company's liability for all damages because of *bodily injury* sustained by one person as the result of any one accident and, subject to the above provision respecting "each person", the limit of liability stated in the schedule as applicable to "each accident" is the total limit of the company's liability for all damages because of *bodily injury* sustained by two or more persons as the result of any one accident.

[illegible] Any amount payable under the terms of this insurance because of *bodily injury* sustained in an accident by a person who is an *insured* under this coverage shall be reduced by

(1) all sums paid on account of such *bodily injury* by or on behalf of

(a) the owner or operator of the *uninsured highway vehicle* and

(b) any other person or organization jointly or severally liable together with such owner or operator for such *bodily injury*,

including all sums paid under the *bodily injury* liability coverage of this policy; and

(2) all workmen's compensation paid and the present value of all amounts payable on account of such *bodily injury* under any workmen's compensation law, disability benefits law or any similar law.

[illegible] Any payment made under this insurance to or for any *insured* shall be reduced in reduction of the amount of damages which he may recover from any person or organization who is liable under the *bodily injury* liability coverage of the policy.

[illegible] The company shall not be obligated to pay under this insurance the portion of damages which the *insured* may be entitled to recover or operation of an *uninsured highway vehicle* shall include expenses for medical service, equipment, prosthetics, payable under the payments coverage of the policy.

[illegible] TERRITORY; TERRITORY

[illegible] This coverage applies only to accidents which occur during the [illegible] within the United States of America, its territories or possessions, and Canada.

[illegible] DEFINITIONS

When used in reference to this insurance (including endorsements [illegible] the policy):

[illegible] means an individual named in the schedule [illegible] as the *named insured*;

[illegible] means a land motor vehicle or trailer other than

(a) a farm tractor or other equipment designed for use principally off public roads, while not upon public roads,

(b) a vehicle operated on rails or crawler-treads, or

(c) a vehicle located for use as a residence or premises;

[illegible] "*uninsured highway vehicle*" means a *highway vehicle* which causes *bodily injury* to an *insured* arising out of physical contact of such vehicle with a vehicle which the *insured* is *occupying* at the time of the accident, provided:

(a) there can be ascertained the identity of either the operator or owner of such *highway vehicle*;

(b) [illegible] someone on his behalf shall have reported the accident within 24 hours to a police, peace judicial officer or [illegible] and shall have filed with the company within 30 days thereafter a statement under oath that the insured or his representative has a cause or causes of action against an owner or operator of such *highway vehicle* for *bodily injury* to the *insured* which will be barred in accordance with the law of the state in which the accident occurred; and

(c) [illegible] the company, at its request, has been given the opportunity to inspect the vehicle which was the instrumentality of the accident;

[illegible] "*State*" means a [illegible] *highway vehicle*;

[illegible] "*uninsured highway vehicle*" does not include a vehicle

(a) owned or operated by or furnished or available for the regular use of the *named insured* or any resident of the same household;

(b) [illegible] a land motor vehicle or trailer while being used as a residence or premises;

(c) [illegible] a land motor vehicle or trailer while being used as a residence or premises;

(d) [illegible] a land motor vehicle or trailer while being used as a residence or premises;

(e) [illegible] a land motor vehicle or trailer while being used as a residence or premises;

(f) [illegible] a land motor vehicle or trailer while being used as a residence or premises;

(g) [illegible] a land motor vehicle or trailer while being used as a residence or premises;

(h) [illegible] a land motor vehicle or trailer while being used as a residence or premises;

(i) [illegible] a land motor vehicle or trailer while being used as a residence or premises;

(j) [illegible] a land motor vehicle or trailer while being used as a residence or premises;

(k) [illegible] a land motor vehicle or trailer while being used as a residence or premises;

(l) [illegible] a land motor vehicle or trailer while being used as a residence or premises;

(m) [illegible] a land motor vehicle or trailer while being used as a residence or premises;

(n) [illegible] a land motor vehicle or trailer while being used as a residence or premises;

(o) [illegible] a land motor vehicle or trailer while being used as a residence or premises;

(p) [illegible] a land motor vehicle or trailer while being used as a residence or premises;

(q) [illegible] a land motor vehicle or trailer while being used as a residence or premises;

(r) [illegible] a land motor vehicle or trailer while being used as a residence or premises;

(s) [illegible] a land motor vehicle or trailer while being used as a residence or premises;

(t) [illegible] a land motor vehicle or trailer while being used as a residence or premises;

(u) [illegible] a land motor vehicle or trailer while being used as a residence or premises;

(v) [illegible] a land motor vehicle or trailer while being used as a residence or premises;

(w) [illegible] a land motor vehicle or trailer while being used as a residence or premises;

(x) [illegible] a land motor vehicle or trailer while being used as a residence or premises;

(y) [illegible] a land motor vehicle or trailer while being used as a residence or premises;

(z) [illegible] a land motor vehicle or trailer while being used as a residence or premises;

(aa) [illegible] a land motor vehicle or trailer while being used as a residence or premises;

(bb) [illegible] a land motor vehicle or trailer while being used as a residence or premises;

(cc) [illegible] a land motor vehicle or trailer while being used as a residence or premises;

(dd) [illegible] a land motor vehicle or trailer while being used as a residence or premises;

(ee) [illegible] a land motor vehicle or trailer while being used as a residence or premises;

(ff) [illegible] a land motor vehicle or trailer while being used as a residence or premises;

(gg) [illegible] a land motor vehicle or trailer while being used as a residence or premises;

(hh) [illegible] a land motor vehicle or trailer while being used as a residence or premises;

(ii) a vehicle while being used without the permission of the owner;

(iii) under subparagraphs (b) and (c) above, a vehicle owned by the *named insured*, any *designated insured* or any resident of the same household as the *named* or *designated insured*; or

(iv) under subparagraphs (b) and (c) above, a vehicle furnished for the regular use of the *named insured* or any resident of the same household;

"*occupying*" means in or upon or entering into or alighting from;

"*state*" includes the District of Columbia, a territory or possession of the United States of America or the Dominion of Canada;

[illegible]

(a) a *highway vehicle* with respect to the ownership, maintenance or use of which there is, in at least the amounts specified by the financial responsibility law of the *state* in which the *insured highway vehicle* is principally garaged, no *bodily injury* liability bond or insurance policy applicable at the time of the accident with respect to any person or organization legally responsible for the use of such vehicle, or with respect to which there is a *bodily injury* liability bond or insurance policy applicable at the time of the accident but the company writing the same denies coverage thereunder or is or becomes insolvent; or

(b) a *hit-and-run vehicle*;

but the term "*uninsured highway vehicle*" shall not include:

(i) an *insured highway vehicle*,

(ii) a *highway vehicle* which is owned or operated by a self-insurer within the meaning of any motor vehicle financial responsibility law, motor carrier law or any similar law,

(iii) a *highway vehicle* which is owned by the United States of America, Canada, a *state*, a political subdivision of any such government or any agency of any of the foregoing.

[illegible] ADDITIONAL CONDITIONS

[illegible] Premium.

If during the policy period the number of *insured highway vehicles* covered by the *named insured* or change in the number of vehicles licensed plates issued to the *named insured* changes, the *named insured* shall notify the company during the policy period of any change and the premium shall be adjusted in accordance with the manuals in use by the company. If the earned premium thus computed exceeds the advance premium paid, the *named insured* shall pay the excess to the company; if less, the company shall return to the *named insured* the unearned portion paid by such *insured*.

[illegible] Proof of Claim; Medical Reports.

As soon as practicable, the *insured* or other person making claim shall give to the company written proof of claim, under oath if required, including full particulars of the nature and extent of the injuries, treatment, and other details entering into the determination of the amount payable hereunder. The *insured* and every other person making claim hereunder shall submit to examinations under oath by any person named by the company as often as may reasonably be required. Proof of claim shall be made upon forms furnished by the company unless the company shall have failed to furnish such forms within 15 days after receiving notice of claim.

The injured person shall submit to physical examinations by physicians selected by the company when and as often as the company may reasonably require and he, or in the event of his death, his legal representative, or in the event of his incompetency or his minority, his guardian or the person or persons entitled to sue therefor, shall upon each request from the company execute authorization to enable the company to obtain medical reports and copies of records.

[illegible] Assistance and Cooperation of the Insured.

[illegible] Action against Other Persons.

[illegible] Trial of Legal Action.

[illegible]

E. Other Insurance.

With respect to *bodily injury* to an *insured* while *occupying* a *highway vehicle* not owned by the *named insured*, this insurance shall apply only as excess insurance over any other similar insurance available to such *insured* and applicable to such vehicle as primary insurance, and this insurance shall then apply only in the amount by which the limit of liability for this coverage exceeds the applicable limit of liability of such other insurance.

Except as provided in the foregoing paragraph, if the *insured* has other similar insurance available to him and applicable to the [illegible], the damages shall be deemed not to exceed the higher of the applicable limits of liability of this insurance and such other insurance, and the company shall not be liable for a greater proportion of any loss to which this coverage applies than the limit of liability hereunder bears to the sum of the applicable limits of liability of this insurance and such other insurance.

F. Arbitration.

If any person making claim hereunder and the company do not agree that such person is legally entitled to recover damages from the owner or operator of an *uninsured highway vehicle* because of *bodily injury* to the *insured*, or do not agree as to the amount of payment which may be owing under this insurance, then, upon written demand of either, the matter or matters upon which such person and the company do not agree shall be settled by arbitration, which shall be conducted in accordance with the rules of the American Arbitration Association unless other means of conducting the arbitration are agreed to between the *insured* and the company, and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. Such person and the company each agree to consider itself bound and to be bound by any award made by the arbitrators pursuant to this provision.

G. Trust Agreement.

In the event of payment to any person under this insurance:

(a) the company shall be entitled to the extent of such payment to the proceeds of any settlement or judgment that may result from the exercise of any rights of recovery of such person against any person or organization legally responsible for the *bodily injury* because of which such payment is made;

(b) such person shall hold in trust for the benefit of the company all rights of recovery which he shall have against such other person or organization because of the damages which are the subject of claim made under this insurance;

(c) such person shall do whatever is proper to secure and shall do nothing after loss to prejudice such rights;

(d) if requested in writing by the company, such person shall take, through any representative designated by the company, such action as may be necessary or appropriate to recover such payment as damages from such other person or organization, such action to be taken in the name of such person; in the event of a recovery, the company shall be reimbursed out of such recovery for expenses, costs and attorneys' fees incurred by it in connection therewith;

(e) such person shall execute and deliver to the company such instruments and papers as may be appropriate to secure the rights and obligations of such person and the company established by this provision.

H. Payment of Loss by the Company.

Any amount due hereunder is payable

(a) to the *insured*, or

(b) if the *insured* be a minor to his parent or guardian, or

(c) if the *insured* be deceased to his surviving spouse, otherwise

(d) to a person authorized by law to receive such payment or to a person legally entitled to recover the damages which the payment represents;

provided, the company may at its option pay any amount due hereunder in accordance with division (d) hereof.

AUTOMOBILE

MASON & MC LENNAN INC. 252898

AUTOMOBILE PERSONAL INJURY PROTECTION ENDORSEMENT
OREGON

011-27-74

This endorsement forms a part of Policy No. 10 C 546637 issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless another effective date is stated herein.

Named Insured and Address
ASSOCIATED METALS AND MINERALS CORP.
N.Y. N.Y.

Effective date ..... 12:01 A. M., standard time at the address of the named insured as stated herein.

SCHEDULE

COVERAGE	Auto No.	PREMIUMS
Automobile Personal Injury Protection	1	$
	2	$
	3	$
	4	$
	5	$
TOTAL PREMIUM $ INCLUDED		

The insurance for medical and hospital benefits shall be subject to a deductible of $ applicable to:

☐ each named insured ☐ each named insured and each relative ☐ the named insured or relative named herein:

The Company agrees with the named insured, subject to all of the provisions of this endorsement and to all of the provisions of the policy except as modified herein, as follows:

AUTOMOBILE PERSONAL INJURY PROTECTION

The Company will provide in accordance with Chapter 523 of Oregon Laws 1971, the following benefits for loss and expense incurred because of bodily injury caused by accident and arising out of the ownership, maintenance or use of an automobile:

(a) medical and hospital benefits to or on behalf of each injured person;

(b) income continuation benefits to or on behalf of each injured person who at the time of the accident was usually engaged in a remunerative occupation;

(c) loss of services benefits to or on behalf of each injured person who at the time of the accident was not usually engaged in a remunerative occupation

Exclusions

This insurance does not apply:

(a) to or on behalf of any person

(1) who intentionally causes injury to himself; or

(2) who is injured while participating in any prearranged or organized racing or speed contest or in practice or preparation for any such contest,

(b) to income continuation benefits to or on behalf of any person who sustains bodily injury in an accident which occurs outside the State of Oregon, but this exclusion does not apply (1) to the named insured or a relative, or (2) to any other person while occupying the insured automobile as a guest passenger or while using the insured automobile with the permission of the named insured;

(c) to bodily injury due to war, whether or not declared, civil war, insurrection, rebellion or revolution, or to any act or condition incident to any of the foregoing;

(d) to bodily injury resulting from the radioactive, toxic, explosive or other hazardous properties of nuclear material;

(e) to the named insured or any relative while occupying any automobile owned by the named insured or furnished for the named insured's regular use and not insured for AUTOMOBILE PERSONAL INJURY PROTECTION;

(f) to a relative while occupying any automobile owned by such relative or furnished for the relative's regular use and not insured for AUTOMOBILE PERSONAL INJURY PROTECTION;

(g) with respect to any injured person who is not the named insured or a relative, to the extent that amounts are paid or payable to or on behalf of such injured person under any collateral benefits, including but not limited to insurance benefits under another policy issued by this or any other insurer, governmental benefits or gratuitous benefits.

Definitions

When used in reference to this insurance:

"injured person" means

(a) the named insured or any relative who sustains bodily injury caused by accident while occupying, or while a pedestrian, through being struck by an automobile,

(b) any person, other than the named insured or a relative, who sustains bodily injury caused by accident (1) while occupying the insured automobile as a guest passenger, or (2) while using the insured automobile with the permission of the named insured, or (3) while a pedestrian, through being struck by the insured automobile;

"named insured" means the individual named in Item 1 of the declarations of the policy and includes his spouse if a resident of the same household;

"relative" means a relative of the named insured who is a resident of the same household;

"bodily injury" means bodily injury, sickness or disease, including death at any time resulting therefrom;

"occupying" means in or upon or entering into or alighting from;

"automobile" means a self-propelled land motor vehicle or trailer other than (1) a farm type tractor or other self-propelled equipment designed for use principally off public roads, while not upon public roads, (2) a vehicle operated on rails or crawler-treads, or (3) a vehicle located for use as a residence or premises;

"insured automobile" means a private passenger automobile of which the named insured is the owner, to which the bodily injury liability insurance of the policy applies;

"private passenger automobile" means a 4 wheel private passenger or station wagon type automobile not used as a public or livery conveyance for compensation or hire to others, and includes any other 4 wheel automobile of the utility, pick up body, sedan delivery or panel truck type which is not used primarily in the occupation, profession or business of the named insured or a relative, other than farming or ranching;

"medical-hospital benefit" means payments for all reasonable and necessary expenses incurred within one year from the date of the accident by or on behalf of the injured person as a result of such accident for medical, hospital, dental, surgical, ambulance and prosthetic services;

"income continuation benefits" means payment of 70% of the injured person's loss of income from work, because of bodily injury sustained by him in the accident, during the period commencing 14 days after the date of such accident and ending as of either the date on which such person is able to return to his usual occupation or the expiration of not more than 52 weeks from such 14th day;

"essential services benefit" means reimbursement for expenses reasonably incurred for essential services in lieu of those the injured person would have performed without income, provided such services are actually rendered during the period commencing 14 days after the date of the accident and ending as of either the date on which such injured person is reasonably able to perform such services or the expiration of not more than 52 weeks from such 14th day.

[illegible] of Liability

[illegible] the number of claims made or insured automobiles to which this insurance applies, the Company [illegible] **INJURY PROTECTION** benefits is limited as follows:

[illegible] amount payable by the Company to or on behalf of each injured person [illegible] shall not exceed the amount [illegible]

[illegible] provided and [illegible] in the Schedule [illegible] the Company to such [illegible] the difference between such deductible amount and $2,000;

[illegible] for compensation [illegible] benefits;

[illegible] for medical expenses [illegible];

[illegible] the [illegible] in the definitions [illegible] benefits as [illegible] herein;

[illegible] be the Company under the terms of this insurance [illegible] on behalf of an insured person [illegible] the same [illegible] conducted

[illegible] paid or payable [illegible] under any workmen's compensation [illegible]

[illegible] for loss of [illegible] property [illegible] the [illegible] shall be [illegible]

[illegible] made by the Company [illegible] this insurance [illegible] paid by [illegible]

[illegible] other items [illegible] of [illegible] production [illegible] benefits.

[illegible]cy Period; Territory

[illegible] applies [illegible] shall be [illegible] Canada [illegible] Provided, however [illegible]

CONDITIONS

[illegible] insurance is subject to the following [illegible] Conditions:

[illegible]ce. In the event of [illegible] shall be given by or on behalf of the [illegible] Company of the Period [illegible] representative shall in [illegible] be in [illegible] in connection with [illegible] representative.

Action Against Company. No [illegible] shall lie against the Company unless, as a condition precedent thereto, there shall have been full compliance with all the terms of this [illegible].

Medical Reports; Proof of Claim. As soon as practicable, the injured person or someone on his behalf shall give to the Company a written proof of claim, under oath if required, including full particulars of the nature and extent of the injuries and the treatment received and contemplated, and such further information as may enable the Company to determine the amount due and payable. The injured person shall submit to such examinations by physicians selected by the Company at the expense of the Company when and as often as the Company may reasonably require.

The injured person, or in the event of his incapacity or death his legal representative, shall upon each request of the Company [illegible] authorization to enable the Company to obtain such medical reports, copies of records and information with respect to loss of income. The Company may also require that the injured person, as a condition to receiving income continuation benefits, cooperate in furnishing the Company [illegible] proof of his inability to work.

Trust Agreement. In the event of payment to any person under any benefit under this endorsement:

(a) the Company shall be entitled to the proceeds of any settlement or judgment that may result from the exercise of any rights of such person or his heirs, personal representatives or legal representatives to recover on account of such injury because of which such payments were made, to the extent of such payments or the damages recovered for loss of income, or expense, or account or premium for which such benefits were paid;

(b) such person shall hold in trust for the benefit of the Company all rights of recovery which he shall have against each other person or organization to the extent of such payments as shall be made hereunder;

(c) such person shall do nothing after loss to prejudice such rights;

(d) if requested in writing by the Company, such person shall execute such assignments or other documents as may be necessary to enable the Company effectively to exercise such rights of recovery, and shall do nothing after such request to impair such rights of recovery; and in the event of such recovery, the Company shall be reimbursed for expenses, costs and attorney's fees incurred by it in connection therewith;

(e) such person shall execute and deliver to the Company such instruments and papers as may be appropriate to secure the rights and obligations of such person and the Company established by this provision.

. **Subrogation.** In the event of any payment under this endorsement, the Company shall be entitled to reimbursement pursuant to Section 7 (1) of Chapter 523 Oregon Laws 1971, and subrogated, to the extent of such payment, to all the rights of recovery thereof which the person to or on behalf of whom such payment is made may have against any person or organization, and such person shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. Such person shall do nothing after loss to prejudice such rights.

. **Arbitration.** If any person making claim and the Company do not agree as to the amount payable hereunder, then each party shall, upon the written demand of either, select a competent and disinterested arbitrator. The two arbitrators so named shall select a third disinterested arbitrator, and if they fail to agree thereon within 30 days then, upon the request of such person or the Company, such third arbitrator shall be selected by a court of record in the County and State in which such arbitration is pending. The arbitrators shall then hear and determine the [illegible] questions so in dispute, and the decision in writing of any two arbitrators shall be binding upon the person and the Company, each [illegible] shall pay his or its chosen arbitrator and shall bear equally the expenses of the third arbitrator and all other expenses of the arbitration [illegible] including fees and fees paid to medical or other expert witnesses [illegible] not deemed to be expenses of arbitration but [illegible] incurring them. Unless the parties otherwise agree the arbitration shall be conducted in the County and State in which the [illegible] in accordance with the usual rules governing procedure and admission of evidence in courts of law.

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or decisions [illegible] than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement.

THE HARTFORD
INSURANCE GROUP
HARTFORD, CONNECTICUT

Countersigned by .....

Authorized Agent

Form A-2759-9 (Term)

Protection Against
Uninsured Motorists
Insurance Coverage Part

E144

THE HARTFORD

H. J. MC LEHMAN INC. 252098

This Coverage Part forms a part of Policy No. 10 C 646637 issued by THE HARTFORD INSURANCE GROUP Company designated therein, and takes effect as of the effective date of said policy unless otherwise stated herein.
-27-74

(For use only if this Coverage Part is effective after the effective date of the Policy)

This Coverage Part is effective ..... (at the hour stated in the policy) and forms a part of the above designated policy issued to ASSOCIATED METALS AND MINERALS CORP.

The Company, in consideration of the payment of the premium and subject to all of the provisions of the policy not expressly modified herein, agrees with the *named insured* as follows:

SCHEDULE

The insurance afforded is only with respect to such of the following coverages as are indicated by specific premium charge or charges. The limit of the company's liability against each such coverage shall be as stated herein, subject to all the terms of this policy having reference thereto.

Coverage	Advance Premium	Limits of Liability
U — Uninsured Motorists	$ INCLUDED	$ 5 ,000 each person
		$ 10 ,000 each accident

Designated Insured:

VEHICLES GARAGED IN TEXAS

Description of *Insured Highway Vehicles*
(Check appropriate box)

☐ Any *automobile* owned by the *named insured*

☐ Any *private passenger automobile* owned by the *named insured*

☐ Any *highway vehicle* to which are attached dealer's license plates issued to the *named insured*

☐ Any *highway vehicle* designated in the schedule of the policy by the letters "UM" and a *highway vehicle* ownership of which is acquired during the policy period by the *named insured* as a replacement therefor

☐ Any *mobile equipment* owned or leased by and registered in the name of the *named insured*

☐ .....

I. COVERAGE U — UNINSURED MOTORISTS
(*Damages* for *Bodily Injury*)

The company will pay all sums which the *insured* or his legal representative shall be legally entitled to recover as damages from the owner or operator of an *uninsured highway vehicle* because of *bodily injury* sustained by the *insured*, caused by accident and arising out of the ownership, maintenance or use of such *uninsured highway vehicle*; provided, for the purposes of this coverage, determination as to whether the *insured* or such representative is legally entitled to recover such damages, and if so the amount thereof, shall be made by agreement between the *insured* or such representative and the company or, if they fail to agree, by arbitration.

No judgment against any person or organization alleged to be legally responsible for the *bodily injury* shall be conclusive, as between the *insured* and the company, of the issues of liability of such person or organization or of the amount of damages to which the *insured* is legally entitled unless such judgment is entered pursuant to an action prosecuted by the *insured* with the written consent of the company.

Exclusions

The coverage does not apply:

(a) to *bodily injury* to an *insured* with respect to which such *insured*, his legal representative or any person entitled to payment under this coverage shall, without written consent of the company, settle or attempt to settle with any person or organization who may be legally liable therefor;

(b) to *bodily injury* to an *insured* while *occupying* a *highway vehicle* (other than an *insured highway vehicle*) owned by the *named insured*, any *designated insured* or any relative resident in the same household as the *named* or *designated insured*, or through being struck by such a vehicle, but this exclusion does not apply to the *named insured* or his relatives while *occupying* or if struck by a *highway vehicle* owned by a *designated insured* or his relatives;

(c) so as to inure directly or indirectly to the benefit of any workmen's compensation or disability benefits carrier or any person or organization qualifying as a self-insurer under any workmen's compensation or disability benefits law or any similar law.

II. PERSONS INSURED

Each of the following, is an *insured* under this insurance to the extent set forth below:

(a) the *named insured* and any *designated insured* and, while residents of the same household, the spouse and relatives of either;

(b) any other person while *occupying* an *insured highway vehicle*; and

(c) any person, with respect to damages he is entitled to recover because of *bodily injury* to which this insurance applies sustained by an *insured* under (a) or (b) above.

The insurance applies separately with respect to each *insured*, except with respect to the limits of the company's liability.

The conditions and provisions printed on pages UM-2 and UM-3 of this form are hereby referred to and made a part hereof.

This Coverage Part shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this Coverage Part takes effect after the effective date of the policy and, at issue of said policy, is a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this Coverage Part.

Countersigned by

Authorized Agent

(*Continued*)

I. LIMITS OF LIABILITY

Regardless of the number of (1) persons or organizations who are *insureds* under this policy, (2) persons who sustain *bodily injury*, (3) claims made or suits brought on account of *bodily injury*, or (4) *highway vehicles* to which this policy applies, the company's liability is limited as follows:

(a) The limit of liability stated in the schedule as applicable to "each person" is the limit of the company's liability for all damages because of *bodily injury* sustained by one person as the result of any one accident and, subject to the above provision respecting "each person", the limit of liability stated in the schedule as applicable to "each accident" is the total limit of the company's liability for all damages because of *bodily injury* sustained by two or more persons as the result of any one accident.

(b) Any amount payable under the terms of this insurance because of *bodily injury* sustained in an accident by a person who is an *insured* under this coverage shall be reduced by

(1) all sums paid on account of such *bodily injury* by or on behalf of

(i) the owner or operator of the *uninsured highway vehicle* and

(ii) any other person or organization jointly or severally liable together with such owner or operator for such *bodily injury*,

including all sums paid under the *bodily injury* liability coverage of this policy; and

(2) all sums paid and the present value of all amounts payable on account of such *bodily injury* under any workmen's compensation law, disability benefits law or any similar law.

(c) Any payment made under this insurance to or for any *insured* shall be applied in reduction of the amount of damages which he may be entitled to recover from any person or organization who is an *insured* under the *bodily injury* liability coverage of the policy.

(d) The company shall not be obligated to pay under this insurance that part of the damages which the *insured* may be entitled to recover because of injury of an *uninsured highway vehicle* which represents expenses for medical services paid or payable under the medical payments coverage of the policy.

V. [illegible]; TERRITORY

This [illegible] applies only to accidents which occur during the [illegible] within the United States of America, its territories or possessions, or Canada.

VI. DEFINITIONS

Where [illegible] reference to this insurance (including endorsements forming a part of the policy):

"*named insured*" means an individual named in the schedule under "*Named Insured*";

"*highway vehicle*" means a land motor vehicle or trailer other than

(a) a farm type tractor or other equipment designed for use principally off public roads, while not upon public roads,

(b) a vehicle operated on rails or crawler-treads, or

(c) a vehicle while located for use as a residence or premises;

"*uninsured highway vehicle*" means a *highway vehicle* which can be legally operated on public roads and with respect to which the liability of the owner and/or operator of such vehicle for the injury to an *insured* arising out of physical contact of such vehicle with the *insured* or with a vehicle in which the *insured* is occupying at the time of the accident, provided:

(a) [illegible] regardless of the liability of, or the amount of insurance applicable to, the owner or operator thereof, or

(b) [illegible]

(ii) a vehicle while being used without the permission of the owner;

(iii) under subparagraphs (b) and (c) above, a vehicle owned by the *named insured*, any *designated insured* or any resident of the same household as the *named* or *designated insured*; or

(iv) under subparagraphs (b) and (c) above, a vehicle furnished for the regular use of the *named insured* or any resident of the same household;

"*occupying*" means in or upon or entering into or alighting from;

"*state*" includes the District of Columbia, a territory or possession of the United States, and a province of Canada;

"*uninsured highway vehicle*" means:

(a) a *highway vehicle* with respect to ownership, maintenance or use of which there is in effect, in the amounts specified by the financial responsibility law of the *state* in which the *insured highway vehicle* is principally garaged, no *bodily injury* liability bond or insurance policy applicable at the time of the accident with respect to any person or organization legally responsible for the use of such vehicle, or with respect to which there is a *bodily injury* liability bond or insurance policy applicable at the time of the accident but the company writing the same denies coverage thereunder or is or becomes insolvent; or

(b) a *hit-and-run vehicle*;

but the term "*uninsured highway vehicle*" shall not include:

(i) an *insured highway vehicle*,

(ii) a *highway vehicle* which is owned or operated by a self insurer within the meaning of any motor vehicle financial responsibility law, motor carrier law or any similar law,

(iii) a *highway vehicle* which is owned by the United States of America, Canada, a *state*, a political subdivision of any such government or an agency of any of the foregoing.

VII. ADDITIONAL CONDITIONS

A. Premium.

During the policy period the number of *named highway vehicles* owned by the *named insured* or spouse or the number of drivers license plates issued to the *named insured* change, the *named insured* shall notify the company during the policy period of any change and the premium shall be adjusted in accordance with the manuals in use by the company. If the earned premium thus computed exceeds the advance premium paid, the *named insured* shall pay the excess to the company; if less, the company shall return to the *named insured* the unearned portion paid by such *insured*.

B. Proof of Claim; Medical Reports.

As soon as practicable, the *insured* or other person making claim shall give to the company written proof of claim, under oath if required, including full particulars of the nature and extent of the injuries, treatment, and other details entering into the determination of the amount payable hereunder. The *insured* and every other person making claim hereunder shall submit to examinations under oath by any person named by the company and subscribe the same, as often as may reasonably be required. Proof of claim shall be made upon forms furnished by the company unless the company shall have failed to furnish such forms within 15 days after receiving notice of claim.

The injured person shall submit to physical examinations by physicians selected by the company when and as often as the company may reasonably require while a claim is pending, or in the event of his death his legal representative, or in the event of his disability his legal representative or the person or persons entitled to sue therefor, shall upon request from the company execute authorizations to enable the company to obtain medical reports and copies of records.

C. [illegible]

[illegible]

(Continued)

8. Other Insurance.

With respect to *bodily injury* to an *insured* while *occupying* a *highway vehicle* not owned by the *named insured*, this insurance shall apply only as excess insurance over any other similar insurance available to such *insured* and applicable to such vehicle as primary insurance, and this insurance shall then apply only in the amount by which the limit of liability for this coverage exceeds the applicable limit of liability of such other insurance.

Except as provided in the foregoing paragraph, if the *insured* has other insurance available to him and applicable to the [illegible] under this insurance and such other insurance [illegible] the company shall not be liable for a greater proportion of any loss to which this coverage applies than the limit of liability under hereto bears to the sum of the applicable limits of liability of this insurance and such other insurance.

9. Arbitration.

If any person making claim hereunder and the company do not agree that such person is legally entitled to recover damages from the owner or operator of an *uninsured highway vehicle* because of *bodily injury* to the *insured*, or do not agree as to the amount of payment which may be owing under this insurance, then, upon written demand of either, the matter or matters upon which such person and the company do not agree shall be settled by arbitration. Such arbitration shall be conducted in accordance with the rules of the American Arbitration Association unless other modes of conducting the arbitration are agreed to between the *insured* and the company, and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. Such person and the company each agree to consider itself bound and be bound by any award made by the arbitrators pursuant to this [illegible].

10. Trust Agreement.

In the event of payment to any person under this insurance:

(a) the company shall be entitled to the extent of such payment to the proceeds of any settlement or judgment that may result from the exercise of any rights of recovery of such person against any person or organization legally responsible for the *bodily injury* because of which such payment is made;

(b) such person shall hold in trust for the benefit of the company all rights of recovery which he shall have against such other person or organization because of the damages which are the subject of claim made under this insurance;

[illegible] shall do everything in order to secure and shall do [illegible]

(d) if requested in writing by the company such person shall take, through any representative designated by the company, such action as may be necessary or appropriate to recover such payment as damages from such other person or organization, such action to be taken in the name of such person; in the event of a recovery, the company shall be reimbursed out of such recovery for expenses, costs and attorney's fees incurred by it in connection therewith;

(e) such person shall execute and deliver to the company such instruments and papers as may be appropriate to secure the rights and obligations of such person and the company established by this provision.

11. Payment of Loss by the Company.

Any amount due hereunder is payable

(a) to the *insured*, or

(b) if the *insured* be a minor to his parent or guardian,

(c) if the *insured* be deceased to his surviving spouse or [illegible]

(d) to a person authorized by law to receive such payment or to a person legally entitled to recover the damages to which the payment represents;

provided, the company may at its option pay any amount due hereunder in accordance with division (d) hereof.

RSH & MC LENNAN INC. 252890

1-27-74

Named Insured and Address

ASSOCIATED METALS AND MINERALS CORP.
N.Y. N.Y.

This endorsement forms a part of Policy No. 10 C 646637 issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless another effective date is stated herein.

Effective date ..... Effective hour is the same as stated in the Declarations of the Policy.

USE OF OTHER AUTOMOBILES COVERAGE - LIMITED FORM
SCHEDULE OF INDIVIDUALS

DESIGNATED INDIVIDUAL:-

P. LISSAUER

J. A. MANDEL

F. ROSENTHAL

H. MEIRISON

F. AMSEL

H. C. SCHWEITZER

STEPHEN FLIEL

H. DALSON

PETER UHL

GEORGE BORTH

Notwithstanding anything contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement.

THE HARTFORD
FIRE INSURANCE GROUP
HARTFORD, CONNECTICUT

Countersigned by ..... Authorized Agent

Form G-2[illegible] B Printed in U.S.A. 2-64

PERSONS INSURED

MARSH & MC LENNAN INC. 252898

S11-27-74

This endorsement forms a part of Policy No. 10 C 646637 issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless another effective date is stated herein.

Named Insured and Address

ASSOCIATED METALS AND MINERALS CORP.
N.Y. N.Y.

Effective date ..... 12:01 A. M., standard time at the address of the *named insured* as stated herein.

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE

CALIFORNIA TRUCK RENTAL, GENWAY CORP., LOU GROD CHEVROLET, INC., LEASEWAY OF ARIZONA, NEWKE TRANSPORTATION, RYDER TRUCK RENTAL, DON SANDERSON FORD & UNIVERSAL LEASEWAY SYSTEMS INC. OF SOUTHERN CALIFORNIA.

It is agreed that the person or organization designated above is an *insured*, but only to the extent set forth in the "Persons Insured" provision of the Comprehensive Automobile Liability Insurance Coverage Part.

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement.

THE HARTFORD
INSURANCE GROUP
HARTFORD, CONNECTICUT

Countersigned by ..... *Authorized Agent*

Form A-2355-9 Printed in U. S. A. 11-66

E149

3/7/AL/BJ MARSH & MC LENNAN INC. 252898

THE HARTFORD

B

Named Insured and Address

ASSOCIATED METALS & MINERALS CORP.
703 3RD AVE.
NEW YORK, N. Y.

This endorsement forms a part of Policy No. 10 C 6466578 issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless another effective date is stated herein.

Effective date 1-1-74 Effective hour is the same as stated in the Declarations of the policy.

IT IS AGREED THAT AS RESPECTS ENDORSEMENTS A-2396, PERSONS INSURED AND A-2396-0 APPLICATION OF INSURANCE TO OWNER OF HIRED AUTOMOBILE.

THE FOLLOWING ARE ADDED:
DEER VALLEY ENTERPRISES AND SELMON CHEVROLET.

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy, by a duly authorized agent of the company shall constitute valid countersignature of this endorsement.

Countersigned by

Authorized Agent

G-2210-2 A Printed in U. S. A. 6-74

WASH & MC LENNAN INC. 252898

E11-27-74

Named Insured and Address

ASSOCIATED METALS & MINERALS CORP.
N.Y. N.Y.

This endorsement forms a part of Policy No. 10 C 646637 issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless another effective date is stated herein.

Effective date ..... Effective hour is the same as stated in the Declarations of the Policy.

- NAMED INSURED -

IT IS AGREED THAT, ITEM #1, NAMED INSURED SHALL READ:-

ALLIED IRON & METAL CORP.

ASOMA CORP.

ASSOCIATED METALS & MINERALS CORP.

ASSOCIATED METALS & MINERALS CORP. (L.A.)

ASSOCIATED METALS & MINERALS EXPORT CORP.

ASSOCIATED METALS WESTERN HEMISPHERE CORP.

ATTEC DEVELOPMENT CORP.

FERRIOD CORP.

FERRO UNION CORP.

GULF CHEMICAL & METALLURGICAL CO.

GULF STEEL DIVISION, FERRO UNION CORP.

MERDAN CORP.

SPARTEX METALS, INC.

TRIANGLE STEEL & SUPPLY CO., INC.

VALOR METAL CORP.

WINTER WOLFF & CO. INC.

AND ALL OTHER FINANCIALLY CONTROLLED UNITED STATES SUBSIDIARIES AS MAY HEREINAFTER BE CONSTITUTED.

Nothing contained herein shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company, provided that if this endorsement takes effect on the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement.

THE HARTFORD INSURANCE GROUP
THE HARTFORD FIRE INSURANCE CO.
THE HARTFORD ACCIDENT AND INDEMNITY CO.

Countersigned by

Authorized Agent

Form G-[illegible] B Ed. [illegible] 2-64

#151

THE HARTFORD

BSH & HC LEHMAN INC. 252090

11-27-74

This endorsement forms a part of Policy No. 10 C 646637 issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless another effective date is stated herein.

Named Insured and Address

ASSOCIATED METALS AND MINERALS CORP. —
N.Y. N.Y.

Effective date 12:01 A. M., standard time at the address of the named insured as stated herein.

- NOTICE OF CANCELLATION -

IT IS AGREED THAT IN THE EVENT OF MATERIAL CHANGES IN OR CANCELLATION OF THE POLICY, THIRTY (30) DAYS PRIOR WRITTEN NOTICE THEREOF WILL BE FORWARDED BY REGISTERED MAIL TO:-

BOARD OF HARBORS COMMISSIONERS &

THE CITY ATTORNEY OF THE CITY OF

LOS ANGELES.

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement.

Countersigned by

Authorized Agent

G 2260 1 A Printed in U.S.A.

158K. AMENDMENT OF FAMILY PROTECTION COVERAGE, PROTECTION AGAINST UNINSURED MOTORISTS, AND INSURANCE AGAINST UNINSURED MOTORISTS

This endorsement forms a part of Policy No. 10 C 646697 issued to ASSOCIATED METALS & MINERALS CORP.

by the HARTFORD ACC. & IND. CO. at its Agency
(Name of Insurance Company)

located (city and state) N.Y. N.Y. and is effective from 8-4-73
(12:01 A.M. Standard Time)

(The information above is required only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement forms a part of the policy to which attached, effective from its date of issue unless otherwise stated herein.

It is agreed that:

1. The provision in the "Uninsured Motorists" or "Family Protection" coverage insuring agreement, or Coverage—Uninsured Motorists (Damage for Bodily Injury) agreement is amended to read as follows:

   Provided, for the purposes of this coverage, determination as to whether the insured or such representative is legally entitled to recover such damages, and if so the amount thereof, may be made by agreement between the insured or such representative and the company or, if they fail to agree, by arbitration in accordance with the arbitration provision of this policy, or by judicial determination.

2. The term "uninsured automobile" is changed to "uninsured motor vehicle."

3. The term "uninsured motor vehicle" includes an automobile with respect to which there is a bodily injury liability insurance policy applicable at the time of the accident but the company writing the same is or becomes insolvent.

4. The arbitration provision is amended to read as follows:

   "If any person making claim hereunder and the company do not agree that such person is legally entitled to recover damages from the owner or operator of an uninsured motor vehicle because of bodily injury to the insured, or do not agree as to the amount of payment which may be owing under this endorsement, then the matter or matters upon which such person and the company do not agree may, by agreement, be settled by arbitration in accordance with the rules of the American Arbitration Association, unless other means of conducting the arbitration are agreed to between the insured and the company, and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. Such person and the company each agree to consider itself bound and to be bound by any award made by the arbitrators pursuant to this endorsement."

The words "uninsured highway vehicle" are substituted for "uninsured motor vehicle," and

the words "a highway vehicle" are substituted for "an automobile"

when this endorsement is used to amend Protection Against Uninsured Motorists Insurance or Insurance Against Uninsured Motorists afforded under Standard Coverage Part.

WALSH & MC LENNAN INC. 252000
0511-21-74

By
(Duly Authorized Representative)

FORM 158K AMENDMENT OF
FAMILY PROTECTION COVERAGE,
PROTECTION AGAINST UNINSURED MOTORISTS, AND
INSURANCE AGAINST UNINSURED MOTORISTS
To a Standard Automobile Endorsement
Revised March 1, 1971

E153

JOSH C MC LENNAN INC. 252898
0311-27-74

This endorsement forms a part of Policy No. 10 C 646637 issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless another effective date is stated herein.

Named Insured and Address

ASSOCIATED METALS & MINERALS CORP.
N.Y. N.Y.

Effective date ..... Effective hour is the same as stated in the Declarations of the Policy.

- WAIVER OF SUBROGATION -

IT IS AGREED THAT WITH RESPECT TO SUCH INSURANCE AS IS AFFORDED BY THE POLICY, THE COMPANY WAIVES ANY RIGHT OF SUBROGATION IT MAY ACQUIRE AGAINST GUY F. ATKINSON CO., C. H. LEAVELL CO. OR HOMART DEVELOPMENT CO., BY REASON OF ANY PAYMENT MADE ON ACCOUNT OF BODILY INJURY, SICKNESS OR DISEASE SUSTAINED BY ANY PERSON OR TO OR DESTRUCTION OF PROPERTY.

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless counter-signed by a duly authorized agent of the company; provided that if this endorsement takes effect on the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement.

THE HARTFORD INSURANCE GROUP
HARTFORD, CONNECTICUT

Countersigned

Authorized Agent

Form 0[illegible] P Printed in U.S.A. [illegible] 2/61

E154

THE HARTFORD

SH & MC LENNAN INC. 252890

1-27-74

Named Insured and Address

ASSOCIATED METALS & MINERALS CORP.
N.Y. N.Y.

This endorsement forms a part of Policy No. 10 C 646637 issued by THE HARTFORD INSURANCE GROUP company designated herein, and takes effect as of the effective date of said policy unless a further effective date is stated herein.

Effective date 12:01 A. M., standard time at the address of the named insured as stated herein.

- LIQUOR LIABILITY - HOSTS -

IT IS AGREED THAT EXCLUSION (H) OF THE COMPREHENSIVE GENERAL LIABILITY COVERAGE PART SHALL NOT APPLY.

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement.

Countersigned by _____

Authorized Agent

G-2240-1 A Printed in U. S. A.

E15

AUTOMOBILE

INSURANCE FOR EXCLUDED USE OF AN AUTOMOBILE

MC LEHMAN INC. 252398

This endorsement forms a part of Policy No. 10 C 646637 issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless another effective date is stated herein.

Named Insured and Address

ASSOCIATED METALS AND MINERALS CORP.
N.Y. N.Y.

Effective date ..... 12:01 A. M., standard time at the address of the *named insured* as stated herein.

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE
AUTOMOBILE MEDICAL PAYMENTS INSURANCE

It is agreed that any endorsement which limits the insurance with respect to the *automobile* designated in the endorsement to use of the *automobile* for the purposes described therein shall not apply if the *named insured* notifies the company within thirty days after the first use of the *automobile* during the policy period for other purposes.

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless counter-signed by a duly authorized agent of the company; provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid counter-signature of this endorsement.

THE HARTFORD
INSURANCE GROUP
HARTFORD, CONNECTICUT

Countersigned by *Authorized Agent*

Form A-2279-0 Printed in U. S. A. 7-66 (NBCU-A 0006)

AUTOMOBILE

APPLICATION OF NUCLEAR ENERGY LIABILITY EXCLUSION -- NEW YORK

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE
AUTOMOBILE MEDICAL PAYMENTS INSURANCE
GARAGE INSURANCE

It is agreed the Nuclear Energy Liability Exclusion in the General Policy Provisions, does not apply with respect to *automobiles* principally garaged in New York.

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement forms a part of the policy, issued by THE HARTFORD INSURANCE GROUP company designated therein, which indicates this endorsement forms a part thereof, and takes effect as of the effective date of said policy.

THE HARTFORD
INSURANCE GROUP
HARTFORD, CONNECTICUT

President

Form A-2137-0 Printed in U. S. A. 9-'66

AUTOMOBILE

E157

EXCLUSION OF HAZARDS OTHERWISE INSURED

MARCL & MC LENNAN INC. 252890

0514-27-74

This endorsement forms a part of Policy No. 10 C 646637 issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless another effective date is stated herein.

Named Insured and Address

ASSOCIATED METALS AND MINERALS CORP.
N.Y. N.Y.

Effective date ..... 12:01 A. M., standard time at the address of the *named insured* as stated herein.

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE

It is agreed that:

I. The insurance does not apply with respect to such and so many of the hazards described in the Schedule as are designated therein by the word "excluded".

II. The insurance does not apply prior to the date stated in the Schedule as the expiration date of other insurance, with respect to such and so many of the hazards described therein which are designated by an expiration date of other insurance.

III. With respect to such and so many of the hazards described in the Schedule as are designated by a primary insurance date and by limits of liability, the insurance shall, prior to such date, apply only to loss in excess of the applicable limit as stated in such Schedule and then only in the amount by which the applicable limit of liability stated in the declarations exceeds the applicable limit as stated in such Schedule.

SCHEDULE

DESCRIPTION OF HAZARDS

(a) Owned Automobiles.

The maintenance, use, loading or unloading of any *owned automobile* described herein including any *trailer* while being used therewith and any *automobile* while being used for the towing of any *trailer* described herein.

I. EXCLUDED

II. Expiration Date of Other Insurance:

III. Primary Insurance Date — Limits of Liability: $,000 each person
Cov. C — $,000 each occurrence
Cov. D — $,000 each occurrence

Year Model Trade Name	Body Type - Truck Size (Truck Load, Gallonage, Bus Seating Capacity)	Identification No. (I) Serial No. (S) Motor No. (M)	Purposes of Use	Town and State in which the automobile will be principally garaged
ALL COMMERCIAL VEHICLES OWNED BY GULF STEEL DIVISION FERRO UNION CORP., THE RADIUS OF OPERATION OF WHICH IS IN EXCESS OF 100 MILES.				

(b) Hired Automobiles.

The maintenance, use, loading or unloading of any *hired automobile*, including any *trailer* while being used therewith and any *automobile* while being used for the towing of any hired *trailer*.

I. EXCLUDED

II. Expiration Date of Other Insurance:

III. Primary Insurance Date — Limits of Liability: $,000 each person
Cov. C — $,000 each occurrence
Cov. D — $,000 each occurrence

(c) Non-Owned Automobiles.

The maintenance, use, loading or unloading, by any person other than the *named insured*, if the *named insured* is an individual, of any *non-owned automobile*, including any *trailer* while being used therewith and any *automobile* while being used for the towing of any non-owned *trailer*.

I. EXCLUDED

II. Expiration Date of Other Insurance:

III. Primary Insurance Date — Limits of Liability: $,000 each person
Cov. C — $,000 each occurrence
Cov. D — $,000 each occurrence

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect on the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement.

THE HARTFORD INSURANCE GROUP
HARTFORD, CONNECTICUT

Countersigned by ..... Authorized Agent

E158

1+G

EXCLUSION

(All Hazards in Connection with Designated Premises)

MARSH & MC LENNAN INC. 252893
0511-27-74

This endorsement forms a part of Policy No. 10 C 646637 issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless another effective date is stated herein.

Named Insured and Address

ASSOCIATED METALS & MINERALS CORP.
N.Y. N.Y.

Effective date ..... 12:01 A. M., standard time at the address of the *named insured* as stated herein.

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COMPREHENSIVE GENERAL LIABILITY INSURANCE
MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE

It is agreed that the insurance does not apply to *bodily injury* or *property damage* arising out of

(a) the ownership, maintenance or use of the premises designated in this endorsement or of any property located thereon;

(b) operations on such premises or elsewhere which are necessary or incidental to the ownership, maintenance or use of such premises; or

(c) goods or products manufactured at or distributed from such premises.

Description and location of premises:

ALL PREMISES & OPERATIONS OF
ASSOCIATED METALS AND MINERALS CORP. CANADA LTD.
OR ANY OTHER FINANCIALLY CONTROLLED CANADIAN
SUBSIDIARIES AS MAY HEREINAFTER BE CONSTITUTED.

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement.

THE HARTFORD
INSURANCE GROUP
HARTFORD, CONNECTICUT

Countersigned by ..... Authorized Agent

Form 1-2179 Printed in U.S.A. 7-65 (NICUG 60)

THE HARTFORD

. & MC LENNAN INC. 252898
-27-74

...or endorsement forms a part of Policy No. 10 C [illegible]
...ued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy ...unless another effective date is stated herein.

Named Insured and Address

ASSOCIATED METALS AND MINERALS CORP.
N.Y. N.Y.

...effective date 12:01 A. M., standard ...at the address of the named insured as stated herein.

- EXCLUSION - AUTOMOBILE PHYSICAL DAMAGE -

IT IS AGREED THAT SUCH INSURANCE AS IS AFFORDED BY THE AUTOMOBILE PHYSICAL DAMAGE COVERAGE PART SHALL EXCLUDE ALL VEHICLES LEASED FROM:-

LEASEWAYS OF ARIZONA
HEINKE TRANSPORTATION &
RYDER TRUCK CO.

AND ALL COMMERCIAL VEHICLES OWNED BY GULF STEEL DIVISION FERRO UNION CORP., THE RADIUS OF OPERATION OF WHICH IS IN EXCESS OF 100 MILES.

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement is issued as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement.

Countersigned by [signature]
Authorized Agent

G-9248-1 A Printed in U. S. A.

12-18-DAG
MARSH & MC LENNAN INC 252898

TOTAL AP 6354.00
6254

THE HARTFORD

B

Named Insured and Address

ASSOCIATED METALS & MINERALS CORP

NEW YORK, N.Y.

This endorsement forms a part of Policy No. 10 C 646637E issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless another effective date is stated herein.

Effective date 1-1-74 12:01 A. M., standard time at the address of the named insured as stated herein.

IN CONSIDERATION OF THE ABOVE PREM IT ISHEREBY UNDERSTOOD AND AGREED THAT THE AUTOMOBILE LIABILITY, AUTOMOBILE PHYSICAL DAMAGE AND GENERAL LIABILITY PREMIUMS ARE AMENDED TO READ:

	AUTO LIAB	PHY DAM	GEN LIAB
NEW	33718.00	18257.00	30389.00
OLD	38000.00	10000.00	28000.00
	(4282.00 RP)	8257.00 AP	2389.00 AP

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement.

Countersigned by _____ Authorized Agent

G 2-60 1 A Printed in U. S. A.

25. PREMIUM DISCOUNT ENDORSEMENT—TEXAS

E161

AUTOMOBILE LIABILITY INSURANCE

This endorsement forms a part of Policy No. 10 C 646637 issued to ASSOCIATED METALS & MINERALS CORP.

by the HARTFORD ACCIDENT & INDEMNITY COMPANY at its Agency
(Name of Insurance Company)

located (city and state) NEW YORK, NY and is effective from _____
(12:01 A. M. Standard Time)

(The information above is required only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement forms a part of the policy to which attached, effective from its date of issue unless otherwise stated herein.

It is agreed that the premium pertaining to Texas for Automobile Liability and Medical Payments insurance is subject to discount in accordance with the following procedure:

1. **Texas Automobile Liability Standard Premium.** Such premium pertaining to Texas computed in accordance with the provisions of the policies designated in paragraph 4 hereof, other than this endorsement and exclusive of the application of any retrospective rating plan, shall be known as the Texas Automobile Liability Standard Premium.

2. **Total Standard Premium for All States.** The Automobile Liability and Medical Payments Premium computed in accordance with the provisions of the policies designated in paragraph 4 hereof, other than this endorsement and exclusive of the application of any retrospective rating plan, any Automatic Premium Adjustment Endorsement, any Premium Return Plan Endorsement, or other Premium Discount Endorsement, shall be known as the Total Standard Premium.

3. **Premium Discount—Texas**

(a) **For policy periods of one year or less**—The Texas Automobile Liability Standard Premium shall be subject to the applicable discount percentages for the Total Standard Premium obtained from the "Table of Texas Premium Discount Percentages (Automobile Liability)" set out on the reverse side hereof.

(b) **For policy periods of more than one year**—The Texas Automobile Liability Standard Premium for each annual period or portion thereof during the policy period shall be subject to the applicable discount percentages stated in said "Table of Texas Premium Discount Percentages (Automobile Liability)" opposite the Total Standard Premium for the policies for each such period or portion thereof during the policy period.

(c) If retrospective rating is applicable to a part of the premium pertaining to Texas, the amount of premium discount applicable to the Texas Automobile Liability Standard Premium, exclusive of any premium subject to any Retrospective Rating Plan, shall be the difference between (1) the discount determined by applying to the Texas Automobile Liability Standard Premium the applicable percentages stated in said Table opposite the Total Standard Premium, and (2) the discount determined by applying to that portion of the Texas Automobile Liability Standard Premium which is subject to retrospective rating the applicable percentage stated in said Table opposite so much of the Total Standard Premium as is subject to retrospective rating.

4.

Policy Numbers	Estimated Standard Premium
	33,155.00
	Total

Applicable premium percentages based on total estimated advance standard premium:

		TEXAS PREM. BI MP & PIP	PD
Private, Livery, Buses and Long Haul Trucks	%	3310.00	1920.00
	PD	353.00	174.00
Cargo Liability	%		
All other, including School Buses	%		

SEE REVERSE SIDE FOR FURTHER PROVISIONS

By _____
(Duly Authorized Representative)

FORM 5.—PREMIUM DISCOUNT ENDORSEMENT—TEXAS
Texas Standard Automobile Endorsement
Revised November 1, 1953

TEXAS PREMIUM DISCOUNTS—AUTOMOBILE LIABILITY INSURANCE

Total Standard Premium See Note (1)	Taxicabs, Livery, Buses and Long Haul Truckmen	Garages	All Other Including School Buses
(1)	(2)	(3)	(4)
$ [illegible]	0.0%	0.0%	0.0%
1,050	.1	.4	.3
1,100	.1	.6	.6
1,150	.1	.8	.7
[illegible]	.2	1.0	.9
1,250	.2	1.2	1.1
1,300	.2	1.3	1.2
1,350	.3	1.5	1.4
1,400	.3	1.6	1.5
1,450	.3	1.8	1.6
1,500	.3	1.9	1.7
1,550	.4	2.0	1.8
1,600	.4	2.1	1.9
1,650	.4	2.2	2.0
1,700	.4	2.3	2.1
1,750	.4	2.4	2.2
1,800	.5	2.5	2.3
1,850	.5	2.6	2.3
1,900	.5	2.6	2.4
1,950	.5	2.7	2.5
2,000	.5	2.8	2.6
2,100	.5	2.9	2.7
2,200	.6	3.1	2.8
2,300	.6	3.2	2.9
2,400	.6	3.3	3.0
2,500	.6	3.3	3.0
2,600	.6	3.4	3.1
2,700	.6	3.5	3.2
2,800	.6	3.6	3.2
2,900	.7	3.6	3.3
3,000	.7	3.7	3.4
3,100	.7	3.8	3.4
3,200	.7	3.8	3.5
3,300	.7	3.9	3.5
3,400	.7	3.9	3.6
3,500	.7	4.0	3.6
3,600	.7	4.0	3.6
3,700	.7	4.0	3.7
3,800	.7	4.1	3.7
3,900	.7	4.1	3.7
4,000	.8	4.2	3.8
4,200	.8	4.2	3.8
4,400	.8	4.3	3.9
4,600	.8	4.3	3.9
4,800	.8	4.4	4.0
5,000	.9	4.5	4.1
5,200	1.2	4.7	4.3
5,400	1.4	4.9	4.5
5,600	1.6	5.1	4.6
5,800	1.8	5.3	4.8
6,000	2.0	5.4	4.9
6,200	2.2	5.6	5.0

Total Standard Premium See Note (1)	Taxicabs, Livery, Buses and Long Haul Truckmen	Garages	All Other Including School Buses
(1)	(2)	(3)	(4)
$5,400	2.3	5.7%	5.2
6,600	2.5	5.8	5.3
6,800	2.6	5.9	5.4
7,000	2.6	6.1	5.5
7,200	2.9	6.2	5.6
7,400	3.0	6.3	5.7
7,600	3.1	6.4	5.8
7,800	3.3	6.5	5.8
8,000	3.4	6.5	5.9
8,200	3.5	6.6	6.0
8,400	3.6	6.7	6.1
8,600	3.6	6.8	6.1
8,800	3.7	6.9	6.2
9,000	3.8	6.9	6.3
9,200	3.9	7.0	6.3
9,400	4.0	7.1	6.4
9,600	4.0	7.1	6.4
9,800	4.1	7.2	6.5
10,000	4.2	7.3	6.6
10,500	4.4	7.4	6.7
11,000	4.5	7.5	6.8
11,500	4.6	7.6	6.9
12,000	4.8	7.7	7.0
12,500	4.9	7.8	7.0
13,000	5.0	7.9	7.1
13,500	5.1	8.0	7.2
14,000	5.1	8.0	7.2
14,500	5.2	8.1	7.3
15,000	5.3	8.2	7.4
16,000	5.5	8.3	7.5
17,000	5.6	8.4	7.6
18,000	5.7	8.5	7.6
19,000	5.8	8.6	7.7
20,000	5.9	8.6	7.8
21,000	5.9	8.7	7.8
22,000	6.0	8.8	7.9
23,000	6.1	8.8	7.9
24,000	6.1	8.9	8.0
25,000	6.2	8.9	8.0
27,500	6.3	9.0	8.1
30,000	6.6	9.4	8.5
32,500	6.9	9.9	9.0
35,000	7.2	10.3	9.5
37,500	7.4	10.7	9.9
40,000	7.6	11.1	10.3
42,500	7.8	11.4	10.6
45,000	8.0	11.7	10.9
47,500	8.2	11.9	11.2
50,000	8.3	12.1	11.4
52,500	8.4	12.4	11.6
55,000	8.5	12.5	11.8
57,500	8.6	12.7	12.0

Total Standard Premium See Note (1)	Taxicabs, Livery, Buses and Long Haul Truckmen	Garages	All Other Including School Buses
(1)	(2)	(3)	(4)
$60,000	8.7%	12.9	12.2%
62,500	8.8	13.0	12.3
65,000	8.9	13.1	12.5
67,500	9.0	13.3	12.6
70,000	9.1	13.4	12.7
72,500	9.1	13.5	[illegible]
75,000	9.2	13.6	13.0
80,000	9.3	13.8	13.2
85,000	9.4	14.0	13.3
90,000	9.5	14.1	13.5
95,000	9.6	14.2	13.6
100,000	9.6	14.3	13.7
105,000	9.7	14.4	13.8
110,000	9.8	14.5	13.9
115,000	9.8	14.6	14.0
120,000	9.9	14.7	14.1
125,000	9.9	14.8	14.2
130,000	10.0	14.8	14.2
135,000	10.0	14.9	14.3
140,000	10.0	14.9	14.4
145,000	10.1	15.0	14.4
150,000	10.1	15.1	14.5
162,500	10.2	15.2	14.6
175,000	10.2	15.3	14.7
187,500	10.3	15.3	14.8
200,000	10.3	15.4	14.9
212,500	10.4	15.5	14.9
225,000	10.4	15.5	15.0
237,500	10.4	15.6	15.0
250,000	10.5	15.6	15.1
262,500	10.5	15.7	15.1
275,000	10.5	15.7	15.2
287,500	10.5	15.7	15.2
300,000	10.5	15.8	15.2
312,500	10.6	15.8	15.3
325,000	10.6	15.8	15.3
337,500	10.6	15.9	15.3
350,000	10.6	15.9	15.3
362,500	10.6	15.9	15.4
375,000	10.6	15.9	15.4
387,500	10.6	15.9	15.4
400,000	10.7	16.0	15.4
412,500	10.7	16.0	15.4
425,000	10.7	16.0	15.5
437,500	10.7	16.0	15.5
450,000	10.7	16.0	15.5
462,500	10.7	16.0	15.5
475,000	10.7	16.0	15.5
487,500	10.7	16.0	15.5
500,000 and over	See Note (2)		

(1) If the Total Standard Premium is between two of the amounts shown in column (1), the premium discount percentage applicable is that shown for the lower of such amounts.

(2) If the Total Standard Premium is $500,000 or over, the premium discount percentage applicable for each subdivision of automobile liability insurance shall be determined as the weighted average of the percentage shown in (b) for the first $500,000 of Total Standard Premium and the percentage shown in (c) for the portion of Total Standard Premium over $500,000.

Subdivisions of Automobile Liability Insurance (a)	First $500,000 (b)	Portion over $500,000 (c)
Taxicabs, Livery, Buses and Long Haul Truckmen	10.7%	11.0
Garage Liability	16.1	16.5
All Other including School Buses	15.5	16.0

PREMIUM DISCOUNT ENDORSEMENT — TEXAS
(General Liability Insurance)

This endorsement forms a part of Policy No. 10 C 646637 issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless another effective date is stated herein.

Named Insured and Address
ASSOCIATED METALS & MINERALS CORP.
NY, NY

Effective date ..... 12:01 A. M., standard time at the address of the named insured as stated herein.

It is agreed that the premium pertaining to Texas for General Liability and Medical Payments insurance is subject to discount in accordance with the following procedure:

1. **Texas General Liability Standard Premium.** Such premium pertaining to Texas computed in accordance with the provisions of the policies designated in paragraph 4 hereof, other than this endorsement and exclusive of the application of any retrospective rating plan, shall be known as the Texas General Liability Standard Premium.

2. **Total Standard Premium For All States.** The General Liability and Medical Payments premium computed in accordance with the provisions of the policies designated in paragraph 4 hereof, other than this endorsement and exclusive of the application of any retrospective rating plan, any Automatic Premium Adjustment Endorsement, any Premium Return Plan Endorsement, or other Premium Discount Endorsement, shall be known as the Total Standard Premium.

3. **Premium Discount — Texas**

   (a) **For policy periods of one year or less** — The Texas General Liability Standard Premium shall be subject to the applicable discount percentages for the Total Standard Premium obtained from the Table of Texas Premium Discounts (General Liability) stated in the Company's manual of rules and rates.

   (b) **For policy periods of more than one year** — The Texas General Liability Standard Premium for each annual period or portion thereof during the policy period shall be subject to the applicable discount percentages stated in said Table of "Texas Premium Discounts (General Liability)" opposite the Total Standard Premium for the policies for each such period or portion thereof during the policy period.

   (c) If retrospective rating is applicable to a part of the premium pertaining to Texas, the amount of premium discount applicable to the Texas General Liability Standard Premium, exclusive of any premium subject to any retrospective rating plan, shall be the difference between (1) the discount determined by applying to the Texas General Liability Standard Premium the applicable percentages stated in said Table opposite the Total Standard Premium and (2) the discount determined by applying to that portion of the Texas General Liability Standard Premium which is subject to retrospective rating the applicable percentages stated in said Table opposite so much of the Total Standard Premium as is subject to retrospective rating.

4. **Policy Numbers** — **Estimated Standard Premium**

Policy Numbers	Estimated Standard Premium
10 C 646637	$ 31,109.00
	$
	$
Total Estimated Standard Premium	$

5. **Premium Discount Percentages Applicable to Texas General Liability Standard Premium.** Based on the Total Estimated Standard Premium stated in paragraph 4 hereof, the premium discount percentage applicable to the Estimated Texas General Liability Standard Premium, obtained from said Table of Texas Premium Discounts (General Liability) in accordance with the provisions of paragraph 3 hereof, is as follows:

General Liability

14.1 %

Upon termination of the policies designated in paragraph 4 hereof, the premium discount percentage applicable to the Earned Texas General Liability Standard Premium shall be obtained from said Table of Texas Premium Discounts (General Liability) and the premium discount applicable to the Earned Texas General Liability Standard Premium shall be computed in accordance with the foregoing provisions of this endorsement.

MARSH & MC LENNAN, INC. 25-2898
12-4-74:PS

(Over)

(Continued from page 1)

E164

PREMIUM DISCOUNT ENDORSEMENT — TEXAS

(General Liability Insurance)

I. ESTIMATED PREMIUM AND PREMIUM DISCOUNT CALCULATION FOR THIS POLICY

I. If subject to Annual Adjustment

(Texas Estimated General Liability Standard Premium $ 5183.00)

ESTIMATED STANDARD PREMIUM $ 31,109.00

PREMIUM DISCOUNT APPLICABLE TO TEXAS GENERAL LIABILITY STANDARD PREMIUM $ 730.00 (1- [illegible] COMPOSITE [illegible])

ESTIMATED ADVANCE PREMIUM $ 30,379.00

II. If subject to Interim Adjustment

(Texas General Liability Deposit Standard Premium $)

ESTIMATED DEPOSIT STANDARD PREMIUM $

PREMIUM DISCOUNT APPLICABLE TO TEXAS GENERAL LIABILITY DEPOSIT STANDARD PREMIUM $

DEPOSIT PREMIUM $

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement.

THE HARTFORD INSURANCE GROUP
HARTFORD, CONNECTICUT

President

Countersigned by

Authorized Agent

MARSH & MCLENNAN INC. 25-2898

0311-27-74

This endorsement forms a part of Policy No. 10 C 646637 issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless another effective date is stated herein.

Named Insured and Address

ASSOCIATED METALS AND MINERALS CORP.
N.Y. N.Y.

Effective date ..... Effective hour is the same as stated in the Declarations of the Policy.

LIST OF FORM NUMBERS & COVERAGE PARTS AND ENDORSEMENTS FORMING PART OF POLICY AT ISSUE:-

A 1675-7	FORM 25 - TEXAS	
A 1957-3	FORM 158K - TEXAS	
A 2036-3	G 2240-0 (EXCL. AUTO PHYS. DAM.)	
A 2252-0	G 2240-0 (FORM.COV. PRODUCTS)	
A 2256-0	G 2240-0 (LIQUOR LIAB.-HOSTS)	
A 2270-0	G 2240-0 (LOSS PAYEE)	
A 2287-0	G 2240-0 (NAMES INSURED)	
A 2396-0	G 2240-0 (NOTICE OF CANCEL.)	
A 2458-0	G 2240-0 (PREM. COMPUTATION)	
A 2759-0	G 2240-0 (USE OF OTHER AUTO. -SCHED.)	
A 2991-0	G 2240-0 (WAIVER OF SUBR.)	
A 2993-0	L 2167-2	
A 3007-0	L 3025-0	
A 3008-0	L 3047-0	
A 3009-0	L 3083-3	L 3450-0
A 3011-0	L 3243-0	L 3503-0
A 3114-0	L 3355-1	L 3523-0

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement.

THE HARTFORD INSURANCE GROUP
HARTFORD, CONNECTICUT

Countersigned by

Authorized Agent

Form 270-6 B Printed in U.S.A. 2-61

:mium Installment

THE HARTFORD

Named Insured and Address

10 C 646637 E.

...ndorsement forms a part of Policy No. .....
...ed by THE HARTFORD INSURANCE GROUP company
...ated therein, and takes effect as of the effective date of
...Policy unless another effective date is stated herein.

Effective date ..... 12:01 A. M., standard time at the address of the named insured as stated herein.

It is hereby understood and agreed that the ..... Premium of $ .....
(Insert "original" or "additional" or "return")

..... installments as outlined in "Schedule of Payments."
(...be payable in" or "reduce the")

SCHEDULE OF PAYMENTS

...DATE ...MENT	BODILY INJURY & PROPERTY DAMAGE LIABILITY EXCEPT AUTO	BODILY INJURY & PROPERTY DAMAGE LIABILITY AUTO	AUTO PHYSICAL DAMAGE		TOTAL
1-1-74	7,000.00	9,500.00	2,500.00		19,000.00
...-1-74	7,000.00	9,500.00	2,500.00		19,000.00
7-1-74	7,000.00	9,500.00	2,500.00		19,000.00
10-1-74	7,000.00	9,500.00	2,500.00		19,000.00
5					
6					
7					
0					
1					
12					
	28,000.00	38,000.00	10,000.00		76,000.00

...contained shall be held to vary, waive, alter, or ...any of the terms, conditions, agreements or declarations of the ...than as herein stated.

...ement shall not be binding unless countersigned by a duly authorized agent of the company, provided, that if this ...takes effect as of the effective date of the policy and, at time of said policy, forms a part thereof, countersignature on ...ons page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this ...

Countersigned by .....
Authorized Agent

MARSH & MC LENNAN, INC. 25-2898
12-4-74:AS

Named Insured and Address

This endorsement forms a part of Policy No. 10 C 646637 issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless a further effective date is stated herein.

ASSOCIATED METALS & MINERALS CORP.
NEW YORK, NY

Effective date ..... Effective hour is the same as stated in the Declarations of the policy.

PREMIUM COMPUTATION

IT IS AGREED THAT THE PREMIUM FOR THE COMPREHENSIVE GENERAL LIABILITY & CONTRACTUAL LIABILITY COVERAGE PARTS SHALL BE COMPUTED AS FOLLOWS: -

ESTIMATED	RATES		PREMIUMS	
TOTAL	PER $100 OF REMUNERATION			
REMUNERATION	BI	PD	BI	PD
10,187,994	.1861	.1121	18962	11417

MINIMUM PREMIUMS 18,750 BI 11,250 PD

IT IS FURTHER AGREED THAT WHEN USED AS A PREMIUM BASE "REMUNERATION" MEANS THE ENTIRE REMUNERATION EARNED DURING THE POLICY PERIOD BY PROPRIETORS & BY ALL EMPLOYEES OF ALL NAMED INSUREDS WITHOUT EXCEPTIONS & NOT SUBJECT TO ANY OVERTIME EARNINGS OR LIMITATION OF REMUNERATION RULE OTHERWISE APPLICABLE IN ACCORDANCE WITH THE MANUALS IN USE BY THE COMPANY.

IT IS AGREED THAT THE PREMIUM FOR THE COMPREHENSIVE AUTOMOBILE LIABILITY, AUTOMOBILE MEDICAL PAYMENTS & UNINSURED MOTORISTS COVERAGE PARTS SHALL BE COMPUTED AS FOLLOWS: -

NUMBERS OF UNITS *	RATES PER UNIT		PREMIUMS
114	BI	196.0395	22348
	PD	83.5330	9538
	MP	6.3915	729
	PIP	4.7417	540
	UM	9.5563	1090

IT IS FURTHER AGREED THAT WHEN USED AS A PREMIUM BASE A SEMI TRAILER SHALL BE EQUAL TO 1/10 OF A UNIT

TEXAS PREMIUM DISCOUNT	BI	293
	PD	174
	MP	26
	PIP	34

IT IS HEREBY AGREED THAT THE PREMIUM FOR AUTOMOBILE PHYSICAL DAMAGE COVERAGE PART SHALL BE COMPUTED AS FOLLOWS: -

VALUE	RATES PER $100 OF VALUE COMP	RATES PER $100 OF VALUE COLL	PREMIUMS COMP	PREMIUMS COLL
735,000	.4880	1.9959	3587.00	14,670.00

[illegible] shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other [illegible]

[illegible] shall not be binding unless countersigned by a duly authorized agent of the company, provided that if this endorsement takes [illegible] the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement.

THE HARTFORD
INSURANCE GROUP

Countersigned by .....

Authorized Agent

[illegible] U.S.A. 2-61

PLAINTIFF'S EXHIBIT 51

USA 88s - 475
(ED. 4-28-71)

PLAINTIFF
EXHIBIT
U. S. DIST. COURT
S. D. OF N. Y.

51 - ~~Al~~

FPI-MI—9-24-75-50M-4417

ASSOCIATED METALS & MINERALS CORP. ET AL.

POLICY NO. 71097

E170

APPALACHIAN INSURANCE COMPANY

150 SOUTH MAIN STREET, PROVIDENCE, RHODE ISLAND 02904

A STOCK INSURANCE COMPANY
(herein called the company)

and the party or parties named in the declarations (herein called the insured) do hereby agree to insurance as provided by the Insuring Agreements, exclusions, conditions and terms hereof.

SPECIAL RISK POLICY

DECLARATIONS

5/1/75

INSURED & MAILING ADDRESS	POLICY NO	INCEPTION *
Associated Metals and Minerals Corp. (N.J.) and as per Endorsement No. 1 733 Third Avenue New York, New York	710097	3/1/72
	REPLACES	EXPIRATION *
	NEW	3/1/75

* (12:01 A.M. Standard Time at the address of the Insured stated above)

COVERAGE PROVIDED: Umbrella (Excess) Liability on all operations of the Insured.

LIMIT OF LIABILITY: $10,000,000. per occurrence/annual aggregate as specified in Insuring Agreement V.

RETAINED LIMIT: $25,000. per occurrence as specified in Insuring Agreement V.

POLICY PREMIUM: Three Year Premium $47,342. Flat Charge Payable:

$15,342. at inception
$16,000. due 3/1/73
$16,000. due 3/1/74

FORMS MADE A PART OF THE POLICY AT INCEPTION

Umbrella Liability Commercial Form No. T-236
Schedule A
Service of Suit Form No. T-24
Named Insured Endorsement No. 1
Pollution Excl. Endorsement No. 2
Amending Endorsement No. 3
Contractors Limitation Endorsement No. 4
Additional Insured Endorsement No. 5

DATE OF ISSUE: April 6, 1972
dv

Countersigned By: [signature]
Authorized Representative
Providence, Rhode Island

F-1269

CONDITIONS

(APPLICABLE UNLESS AMENDED BY FORMS MADE PART HEREOF)

PREMIUM. All premiums for this policy shall be computed in accordance with the company's rules, rates, rating plans, premiums and minimum premiums applicable to the insurance afforded herein.

Premium designated in this policy as "advance premium" is a deposit premium only which shall be credited to the amount of the earned premium due at the end of the policy period. At the close of each period (or part thereof terminating with the end of the policy period) designated in the declarations as the audit period the earned premium shall be computed for such period and upon notice thereof to the Named Insured, shall become due and payable. If the total earned premium for the policy period is less than the premium previously paid, the company shall return to the Named Insured the unearned portion paid by the Named Insured.

The Named Insured shall maintain records of such information as is necessary for premium computation, and shall send copies of such records to the company at the end of the policy period and at such times during the policy period as the company may direct.

INSPECTION AND AUDIT. The company shall be permitted but not obligated to inspect the Named Insured's property and operations at any time. Neither the company's right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking, on behalf of or for the benefit of the Named Insured or others, to determine or warrant that such property or operations are safe.

The company may examine and audit the Named Insured's books and records at any time during the policy period and extensions thereof and within three years after the final termination of this policy, as far as they relate to the subject matter of this insurance.

SUBROGATION. In the event of any payment under this policy, the company shall be subrogated to all the Insured's rights of recovery therefor against any person or organization and the Insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The Insured shall do nothing after loss to prejudice such rights.

CHANGES. Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this policy or estop the company from asserting any right under the terms of this policy; nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part of this policy, signed by a duly authorized representative of the company.

ASSIGNMENT. Assignment of interest under this policy shall not bind the company until its consent is endorsed hereon; if, however, the Named Insured shall die, such insurance as is afforded by this policy shall apply (1) to the Named Insured's legal representative, as the Named Insured, but only while acting within the scope of this duties as such, and (2) with respect to the property of the Named Insured, to the person having proper temporary custody thereof, as Insured, but only until the appointment and qualification of the legal representative.

CANCELLATION. This policy may be cancelled by the Named Insured by surrender thereof to the company or any of its authorized agents or by mailing to the company written notice stating when thereafter the cancellation shall be effective. This policy may be cancelled by the company by mailing to the Named Insured at the address shown in this policy, written notice stating when not less than ten days thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The time of surrender or the effective date and hour of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the Named Insured or by the company shall be equivalent to mailing.

UMBRELLA LIABILITY — COMMERCIAL

Form No. T-236 5-71

APPALACHIAN INSURANCE COMPANY OF PROVIDENCE

(A capital stock company, herein called the company)

Agrees with the insured named in the declarations made a part hereof, in consideration of the payment of the premium and in reliance upon the statements in the declarations and subject to the limits of liability, exclusions, conditions and other terms of this Policy:

INSURING AGREEMENTS

I. COVERAGE:

The company agrees to indemnify the insured for ultimate net loss in excess of the retained limit hereinafter stated, which the insured may sustain by reason of the liability imposed upon the insured by law, or assumed by the insured under contract:

(a) Personal Injury Liability
For damages including damages for care and loss of services, because of personal injury, including death at any time resulting therefrom, sustained by any person or persons;

(b) Property Damage Liability
For damages because of injury to or destruction of tangible property, including consequential loss resulting therefrom caused by an occurrence as defined herein;

(c) Advertising Liability
For damages because of libel, slander, defamation, infringement of copyright, title or slogan, piracy, unfair competition, idea misappropriation of invasion of rights of privacy, in any advertisement, publicity article, broadcast or telecast and arising out of the named insured's advertising activities.

II. DEFENSE, SETTLEMENT, SUPPLEMENTARY PAYMENTS:

With respect to any occurrence not covered by the underlying policies listed in Schedule "A" hereof or any other underlying insurance collectible by the insured, but covered by the terms and conditions of this Policy except for the amount of Retained Limit specified in the declarations, the company shall:

(a) defend any suit against the insured alleging such injury or destruction and seeking damages on account thereof, even if such suit is groundless, false or fraudulent; but the company may make such investigation, negotiation and settlement of any claim or suit as it deems expedient;

(b) pay all premiums on bonds to release attachments for an amount not in excess of the applicable limit of liability of this Policy, all premiums on appeal bonds required in any such defended suit, but without any obligation to apply for or furnish any such bonds;

(c) pay all expenses incurred by the company, all costs taxed against the insured in any such suit and all interest accruing after entry of judgment until the company has paid or tendered or deposited in court such part of such judgment as does not exceed the limit of the company's liability thereon;

(d) reimburse the insured for all reasonable expenses, other than loss of earning, incurred at the company's request;

and the amounts so incurred, except settlements of claims and suits are payable by the company in addition to the applicable limit of liability of this Policy.

In jurisdictions where the company may be prevented by law or otherwise from carrying out this agreement, the company shall pay any expense incurred with its written consent in accordance with this agreement.

The insured shall promptly reimburse the company for any amount of ultimate net loss paid on behalf of the insured within the Retained Limit specified in the declarations.

III. DEFINITION OF NAMED INSURED AND INSURED:

"Named insured", wherever used, includes any subsidiary company of the named insured and any other company coming under the named insured's control of which it assumes active management.

The unqualified word "insured", wherever used, includes the named insured and also:

(a) any person, organization, trustee or estate to whom or to which the named insured is obligated by virtue of a written contract to provide insurance such as is afforded by this Policy, but only with respect to operations by or on behalf of the named insured or to facilities owned or used by the named insured;

(b) except with respect to the ownership, maintenance or use, including loading or unloading of automobiles while away from premises owned by, rented to or controlled by the named insured or the ways immediately adjoining, or of aircraft, (1) any executive officer, other employee, director or stockholder thereof while acting within the scope of his duties as such; (2) any organization or proprietor with respect to real estate management for the named insured;

(c) any person while using an automobile owned by the named insured or an automobile or aircraft loaned to the named insured or hired for use in behalf of the named insured and any person or organization legally responsible for the use thereof, provided the actual use of such automobile or aircraft is by the named insured or with the named insured's permission, and any executive officer, director or stockholder of the named insured with respect to the use of an automobile or aircraft not owned by the named insured in the business of the named insured. The insurance with respect to any person or organization other than the named insured does not apply under this Division (c) of this Insuring Agreement:

(1) to any person or organization, or to any agent or employee thereof, operating an automobile sales agency, repair shop, service station, storage garage or public parking place, with respect to any occurrence arising out of the operation thereof;

(2) with respect to any automobile or aircraft hired by or loaned to the named insured, to the owner or a lessee thereof other than the named insured, or to any agent or employee of such owner or lessee, except as provided in Division (a) or (d) of this Insuring Agreement;

(3) to any manufacturer of aircraft, aircraft engines or aviation accessories, or any aviation sales or service or repair organization or airport or hangar operator or their respective employees or agents, with respect to any occurrence arising out of the operation thereof.

(d) if at any time the named insured so elects, any additional interest, other than the named insured or the insureds described in paragraphs (a), (b), or (c) of this Insuring Agreement, included in the underlying policy(ies) listed in Schedule "A" to the full limits of the policy(ies), but only to the extent that insurance is provided to such additional insured thereunder.

IV. POLICY PERIOD, TERRITORY:

This Policy applies only to occurrences during the Policy period anywhere; except that, with respect to Coverage I (c), if any such occurrence began prior to the Policy period and continued during or after that period, the company's liability shall be limited to that proportion of the total damages resulting therefrom which the use of injurious material or the number of injurious acts during that period bears to the aggregate use of injurious material or the total number of injurious acts.

V. LIMIT OF LIABILITY — RETAINED LIMIT:

The company's limit of liability shall be only for the ultimate net loss in excess of:

(a) the applicable limit(s) of the underlying policy(ies) listed in Schedule "A" hereof; or

(b) with respect to Coverage I(a) or I(b) or both combined, the greater of either:

(1) the amount designated in the Declarations as "Retained Limit" as the result of any one occurrence not covered by the policy(ies) so listed; or

(2) the applicable limit(s) of any other underlying insurance collectible by the insured; or

(c) with respect to Coverage I(c), the amount designated in the Declarations as "Retained Limit" as the result of any one occurrence not covered by the policy(ies) so listed;

(herein called the retained limit) and then up to an amount not exceeding

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(d) with respect to Coverage I(a) or I(b), or both combined, the amount designated in the Declarations as the "Limit of Liability" as the result of any one occurrence; or

(e) with respect to Coverage I(c), the amount designated in the Declarations as the "Limit of Liability" as the result of any one occurrence.

There is no limit to the number of occurrences for which claims may be made hereunder, provided such occurrences happen during the policy period, except as hereinafter provided.

With respect to Coverages I(a) and I(b), the liability of the company arising out of the Products Hazard shall not exceed the amount designated in the Declarations as the "Limit of Liability" on account of all occurrences happening during each consecutive twelve (12) months of the Policy period.

In the event of the reduction or exhaustion of the aggregate limit(s) of liability of the underlying policy(ies) listed in Schedule "A" by reason of losses paid thereunder, this policy (1) in the event of reduction, shall pay the excess of the reduced underlying limit, or (2) in the event of exhaustion, shall continue in force as underlying insurance.

EXCLUSIONS

THIS POLICY SHALL NOT APPLY:

(a) under Coverage I(a), to any obligation for which the insured or any of its insurers may be held liable under any workmen's or unemployment compensation, disability benefits or similar law, provided, however, that this exclusion does not apply to liability of others assumed by the named insured under contract;

(b) under Coverage I(b), to injury to or destruction of:

(1) property owned by the insured; or

(2) any goods, products or containers thereof manufactured, sold, handled or distributed by the insured, or work completed by or for the insured, out of which the occurrence arises;

(c) under Coverage I(b), to liability for injury to or destruction of property rented to, occupied or used by or in the care, custody or control of the insured, if the insured is under contract to provide insurance therefor;

(d) under Coverage I(c), to liability for:

(1) failure of performance of written contract;

(2) infringement of registered trade mark, service mark or trade name by use thereof as the registered trade mark, service mark or trade name of goods or services sold, offered for sale or advertised, but this shall not relate to titles or slogans;

(3) incorrect description of any article or commodity; or

(4) mistake in advertised price.

(e) under Coverage I(a) and I(b), to injury, sickness, disease, death or destruction,

(1) with respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limits of liability; or

(2) resulting from the hazardous properties of nuclear material and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization;

(f) under Coverage I(a) and I(b), to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if

(1) the nuclear material (a) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (b) has been discharged or dispersed therefrom;

(2) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or

(3) the injury, sickness, disease, death or destruction arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but, if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to injury to or destruction of property at such nuclear facility;

(g) as used in this policy:

"hazardous properties" include radioactive, toxic or explosive properties;

"nuclear material" means source material, special nuclear material or byproduct material;

"source material", "special nuclear material", and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;

"waste" means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (1) or (2) thereof;

"nuclear facility" means

(1) any nuclear reactor,

(2) any equipment or device designed or used for (a) separating the isotopes of uranium or plutonium, (b) processing or utilizing spent fuel, or (c) handling, processing or packaging waste,

(3) any equipment or device used for processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,

(4) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste, and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"nuclear reactor" means any apparatus designed or used to sustain nuclear fission in self-supporting chain reaction or to contain a critical mass of fissionable material;

With respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property;

(h) under Coverage I(b), to claims made against the Insured

(1) for repairing or replacing any defective product/products manufactured, sold or supplied by the insured or any defective part or parts thereof nor for the cost of such repair or replacement;

(2) for the loss of use of any such defective product or products or part or parts thereof;

(3) for improper or inadequate performance, design or specification; but nothing herein contained shall be construed to exclude claims made against the insured for personal injuries or property damage (other than damage to a product of the insured) resulting from improper or inadequate performance, design or specification;

(i) under Coverage I(a) and I(b), except with respect to occurrences taking place in the United States of America, its territories or possessions, or Canada, to any liability of the insured directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities, (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalization or requisition or destruction of or damage to property by or under the order of any government or public or local authority;

(1) except insofar as coverage is available to the insured in the underlying insurance as set out in Schedule A of the policy, this policy shall not apply under Coverage I(a) and I(b) to liability arising out of the ownership, maintenance, operation, use, loading or unloading of aircraft owned by the insured or chartered on behalf of the insured without crew, but this exclusion shall not apply to liability for personal injury to any employee of the insured arising out of and in the course of his employment by the insured.

CONDITIONS

PREMIUM

The premium for this policy shall be:

(a) if a fixed charge is shown in the declarations, such fixed charge for the entire Policy period; or (b) if a rate is shown in the declarations, the product of the actual exposure during the Policy period, in accordance with the premium basis indicated, and such rate, subject to the Policy minimum premium for the Policy period. Upon expiration of the Policy or its termination during the Policy period, if the earned premium thus computed exceeds the deposit premium the named insured shall immediately pay the excess to the company, if less the company shall return the difference to the named insured.

In any event, the company shall receive and retain not less than any applicable minimum premium shown in the declaration.

B. INSPECTION AND AUDIT

The company shall be permitted at all reasonable times to inspect the insured's premises and equipment, and to examine the named insured's books and records at any time during the policy period and within one (1) year after its termination, for the purpose of determining the actual premium earned, and within one (1) year after final settlement of all claims so far as the books and records relate to any occurrences happening during the Policy period, but the company waives no rights and undertakes no responsibility by reason of such inspection or examination or the omission thereof.

C. SEVERABILITY OF INTERESTS

Except with respect to liability assumed by the insured under contract, the term "insured" is used severally and not collectively, but the inclusion in this Policy of more than one insured shall not operate to increase the limits of the company's liability.

D. OTHER DEFINITIONS

(a) "Personal injury" means (1) bodily injury, sickness, disease, disability, shock, mental anguish and mental injury; (2) false arrest, false imprisonment, wrongful eviction, wrongful detention, malicious prosecution or humiliation; (3) libel, slander, defamation of character or invasion of rights of privacy unless arising out of any advertising activities; (4) racial or religious discrimination not committed by or at the direction of the insured; and (5) assault and battery not committed by or at the direction of the insured, unless committed for the purpose of preventing or eliminating danger in the operation of aircraft or for the purpose of protecting the property of the insured or the person or property of others.

(b) "Automobile" means a land motor vehicle, trailer or semi-trailer.

(c) "Ultimate net loss" means the total of the following sums with respect to such occurrence:

(1) all sums which the insured, or any company as his insurer, or both, become legally obligated to pay as damages, whether by reason of adjudication or settlement, because of personal injury, property damage or advertising liability to which this policy applies, and

(2) all expenses incurred by the insured in the investigation, negotiation, settlement and defense of any claim or suit seeking such damages, excluding only the salaries of the insured's regular employees, provided "ultimate net loss" shall not include any damages or expense because of liability excluded by this Policy.

This policy shall not apply to defense, investigation, settlement or legal expenses covered by underlying insurance.

(d) "Products hazard" means:

(1) the handling or use of or the existence of any condition in or a warranty of goods or products manufactured, sold, handled or distributed by the named insured or by others trading under its name, if the occurrence happens after possession of such goods or products has been relinquished to others by the named insured or by others trading under its name and if such occurrence happens away from premises owned by, rented to or controlled by the named insured; provided, such goods or products shall be deemed to include any container thereof, other than a vehicle, but shall not include any vending machine or any property, other than such container, rented to or located for use of others but not sold; or

(2) operations, if the occurrence happens after such operations have been completed or abandoned and happens away from premises owned by, rented to or controlled by the named insured; provided, operations shall not be deemed incomplete because improperly or defectively performed or because further operations may be required pursuant to an agreement; provided further, the following shall not be deemed to be "operations" within the meaning of this paragraph: (aa) pick-up or delivery, except from or onto a railroad car, (bb) the maintenance of vehicles owned or used by or in behalf of the insured, (cc) the existence of tools, uninstalled equipment and abandoned or unused materials.

(e) Occurrence. With respect to Coverages I(a) and I(b), "occurrence" means either an accident happening during the policy period or a continuous or repeated exposure to conditions which unexpectedly and unintentionally causes injury to persons or tangible property during the policy period. All damages arising out of such exposure to substantially the same general conditions shall be considered as arising out of one occurrence.

With respect to Coverage I(c), all damages involving the same injurious material or act, regardless of the frequency of repetition thereof, the number or kind of media used, and the number of claimants shall be deemed to arise out of one "occurrence".

E. NOTICE OF OCCURRENCE

Upon the happening of an occurrence reasonably likely to involve the company hereunder, written notice shall be given as soon as practicable to the company or its authorized representative. Such notice shall contain particulars sufficient to identify the insured and the fullest information obtainable at the time.

The insured shall give like notice of any claim made on account of such occurrence. If legal proceedings are begun the insured, when requested by the company, shall forward to it each paper thereon, or a copy thereof, received by the insured or the insured's representatives, together with copies of reports of investigations made by the insured with respect to such claim proceedings.

F. ASSISTANCE AND CO-OPERATION

Except as provided in Insuring Agreement V with respect to the exhaustion of the aggregate limit(s) of underlying policy(ies) listed in Schedule A, or in Condition K, the company shall not be called upon to assume charge of the settlement or defense of any claim made or proceeding instituted against the insured, but the company shall have the right and opportunity to associate with the insured and the insured's underlying insurers in the defense and control of any claim or proceeding reasonably likely to involve the company. In such event the insured and the company shall cooperate fully.

G. APPEALS

In the event the insured or the insured's underlying insurer elects not to appeal a judgment in excess of the Retained Limit, the company may elect to do so at its own expense, and shall be liable for the taxable costs, disbursements and interest incidental thereto, but in no event shall the liability of the company for ultimate net loss exceed the amount set forth in Insuring Agreement V for any one occurrence plus the taxable costs, disbursements and interest incidental to such appeal.

H. LOSS PAYABLE

Liability of the company with respect to any one occurrence shall not attach unless and until the insured, or the insured's underlying insurer, has paid the amount of Retained Limit. The insured shall make a definite claim for any loss for which the company may be liable within twelve (12) months after the insured shall have paid an amount of ultimate net loss in excess of the amount borne by the insured or after the insured's liability shall have been made certain by final judgment against the insured after actual trial, or by written agreement of the insured, the claimant, and the company. If any subsequent payments are made by the insured on account of the same occurrence, additional claims shall be made similarly from time to time and shall be payable within thirty (30) days after proof in conformity with this policy.

I. BANKRUPTCY AND INSOLVENCY

Bankruptcy or insolvency of the insured shall not relieve the company of any of its obligations hereunder.

J. OTHER INSURANCE

If other collectible insurance with any other insurer is available to the insured covering a loss also covered hereunder (except insurance purchased to apply in excess of the sum of the Retained Limit and the limit of liability hereunder), the insurance hereunder shall be in excess of, and not contribute with, such other insurance. If collectible insurance under any other Policy(ies) of the company is available to the insured, covering a loss hereunder (other than underlying insurance of which the insurance afforded by this Policy is in excess), the company's limit of liability shall in no event exceed the greater or greatest limit of liability applicable to such loss under this or any other such policy(ies).

K. UNDERLYING INSURANCE

This Policy shall not apply to investigation or legal expenses for which insurance is provided by underlying insurance. If such underlying insurance is exhausted by any occurrence, the company shall be obligated to assume charge of the settlement or defense of any claim or proceeding against the insured resulting from the same occurrence, but only where this Policy applies immediately in excess of such underlying insurance, without the intervention of any self-insurance or excess insurance of another carrier.

L. SUBROGATION

The company shall be subrogated to the extent of any payment hereunder to all the insured's rights of recovery therefor and the insured shall do everything necessary to secure such rights unless because of the terms and conditions of other insurance available to the insured covering the same loss, the insured's rights of recovery cannot be exclusively subrogated to the company, in which event the company will act in concert with all other interests concerned in the exercise of such rights. Any amount so recovered shall be apportioned as follows:

Any interest (including the insured's) having paid an amount in excess of the Retained Limit plus the limit of liability hereunder shall be reimbursed first to the extent of actual payment. The company shall be reimbursed next to the extent of its actual payment hereunder. If any balance then remains unpaid, it shall be applied to reimburse the insured or any underlying insurer, as their interests may appear. The expenses of all such recovery proceedings shall be apportioned in the ratio of respective recoveries. If there is no recovery in proceedings conducted solely by the company, it shall bear the expenses thereof. The insured shall do nothing after loss to prejudice such rights.

M. CHANGES

Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this Policy or estop the company from asserting any right under the terms of this Policy; nor shall the terms of this Policy be waived or changed, except by endorsement issued to form a part of this Policy, signed by a duly authorized representative of the company.

N. ASSIGNMENT

Assignment of interest under this Policy shall not bind the Company until its consent is endorsed hereon; however, the insured shall die or be adjudged bankrupt or insolvent within the policy period, this Policy, unless cancelled, shall cover the insured's legal representative for the unexpired portion of such Policy.

O. CANCELLATION

This Policy may be cancelled by the named insured by surrender thereof to the company or its authorized representative, or by mailing to the company or its authorized representative written notice stating when thereafter such cancellation shall be effective. This Policy may be cancelled by the company by mailing to the named insured at the address shown in this Policy (Five (5) days if the Company elects to cancel for non-payment of any premium), written notice stating when, not less than thirty (30) days thereafter, such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient notice and the effective date of cancellation stated in the notice shall become the end of the Policy period. Delivery of such written notice either by the named insured or by the company or its authorized representatives shall be equivalent to mailing. If the named insured cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If the company cancels, earned premium shall be computed pro rata.

Premium adjustment may be made at the time cancellation is effected or as soon as practicable thereafter. The check of the company or its representative, mailed or delivered, shall be sufficient tender of any refund due the named insured.

If this Policy insures more than one named insured, cancellation may be effected by the first of such named insureds for the account of all insureds; and notice of cancellation by the company to such first named insured shall be notice to all insureds. Payment of any unearned premium to such first named insured shall be for the account of all interests therein.

P. MAINTENANCE OF UNDERLYING INSURANCE

It is understood and agreed by the insured that the underlying policy(ies) listed in Schedule A, or renewals or replacements thereof not more restricted, shall be maintained in force during the currency of this Policy, except for any reduction of the aggregate limit(s) contained therein solely by payment of claims in respect of occurrences happening during the policy period. In the event of failure by the insured so to maintain such policy(ies) in force, the insurance afforded by this Policy shall apply in the same manner it would have applied had such policy(ies) been so maintained in force.

Q. EMPLOYERS' LIABILITY — COMMON LAW DEFENSES

As a condition to the recovery of any loss under this policy, with respect to personal injury to or the death of any employee(s) arising out of and in the course of employment by the named insured, the named insured understands and agrees that it has not and will not abrogate its common law defenses under any workmen's compensation law by rejection thereof, or otherwise. In the event the named insured should, at any time during the policy period, abrogate such defenses, such insurance as is afforded by Coverage I(a) with respect to such employee(s) shall automatically terminate at the same time.

Appalachian Insurance Company of Providence
By New Providence Corporation, Underwriting Managers

By [signature]

Authorized Representative

Attached to and forming part of Policy No. 71097
of the Appalachian Insurance Company of Providence

ISSUED TO FORM A PART OF POLICY NO. 71097

SCHEDULE A

SCHEDULE OF UNDERLYING POLICIES

Carrier & Period	Type of Policy	Applicable Limits
Industrial Indemnity Co. & State Fund	Standard Workmen's Compensation & Employers' Liability	Coverage B-Employers Liability $500,000. one occurrence ,except $100,000. Gulf Chemical & Metallurgical
Hartford Ins. Co. 1/1/72/73	Comprehensive General Liability	Bodily Injury Liability $100,000. each person $300,000. each occurrence $300,000. aggregate products Property Damage Liability $100,000. each occurrence $100,000. aggregate premises-operations $100,000. aggregate protective $100,000. aggregate products $100,000. aggregate contractual
Hartford Ins. Co. 8/4/71/72	Comprehensive Automobile Liability	Bodily Injury Liability $500,000. each person $1,000,000. each occurrence Property Damage Liability $100,000. each occurrence
Lloyds of London	Charterers Liability	$2,500,000.

Form No. T-24 (4/68)

SERVICE OF SUIT

(a) It is agreed that, in the event of the failure of this Company to pay any amount claimed to be due hereunder, this Company, at the request of the Insured, will submit to the jurisdiction of any court of competent jurisdiction within the United States and will comply with all requirements necessary to give such court jurisdiction and all matters arising hereunder shall be determined in accordance with the law and practice of such court.

(b) In any suit instituted against it upon this contract, this Company will abide by the final decision of such court or any appellate court in the event of an appeal.

(c) Service of process in any such suit may be made:

(1) upon the Company at its home office in Providence, Rhode Island; or

(2) provided the Insured shall first notify this Company of its intention to sue, upon the highest officer having supervision of insurance (normally bearing a title such as Commissioner, Superintendent or Director of Insurance) in any State in the United States. Such officer is hereby authorized and directed to accept service of process on behalf of this Company in any such suit.

If the Named Insured cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If the company cancels, earned premium shall be computed pro rata. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

NUCLEAR ENERGY LIABILITY EXCLUSION

It is agreed that the insurance afforded under any liability coverage of this policy or of any endorsement used herewith does not apply:

(a) to injury, sickness, disease, death or destruction with respect to which an insured under the policy is also an insured under a contract of nuclear energy liability insurance issued by the Nuclear Energy Liability Insurance Association or the Mutual Atomic Energy Liability Underwriters and in effect at the time of the occurrence resulting in such injury, sickness, disease, death or destruction; provided, such contract of nuclear energy liability insurance shall be deemed to be in effect at the time of such occurrence notwithstanding such contract has terminated upon exhaustion of its limit of liability;

(b) to the ownership, maintenance, operation or use of a nuclear facility by or on behalf of an insured, with respect to injury, sickness, disease, death or destruction resulting from the nuclear energy hazard; provided that except for byproduct material, this paragraph (b) shall not apply to goods or products manufactured or handled by a nuclear facility owned, maintained, operated or used by or on behalf of an insured while such goods or products are away from such facility after sale or distribution to others;

(c) to the furnishing of services, materials, parts or equipment by an insured in connection with the planning, construction, maintenance, operation or use of any nuclear facility, (1) with respect to injury to or destruction of any nuclear facility or property thereat resulting from the nuclear energy hazard or (2) if the nuclear facility is located outside the United States of America, its territories or possessions, or Canada, with respect to injury, sickness, disease, death or destruction resulting from the nuclear energy hazard;

(d) to the transportation, handling, use, sale, distribution or disposal of byproduct material, with respect to injury, sickness, disease, death or destruction resulting from the nuclear energy hazard.

As used in this exclusion:

1. The term "nuclear energy hazard" means the radioactive, toxic, explosive or other hazardous properties of source material, special nuclear material or byproduct material.

2. The terms "source material," "special nuclear material" and "byproduct material" shall have the meanings given them in the Atomic Energy Act of 1954 or by any law amendatory thereof; provided, except for byproduct material (a) contained in or combined with special nuclear material or (b) held, stored, transported or disposed of as waste by or on behalf of a nuclear facility, "byproduct material" shall not include any radioactive isotope away from a nuclear facility.

3. The term "nuclear facility" means:

(a) any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

(b) any equipment or device (i) designed or used for the separation of the isotopes of uranium

or plutonium, (ii) designed or used for the processing, fabricating or alloying of special nuclear material or of irradiated materials containing special nuclear material, (iii) incorporating or making use of such irradiated materials, or (iv) designed or used for processing waste byproduct material;

(c) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste source material or waste consisting of or containing special nuclear material or byproduct material;

and includes the site on which any of the foregoing is located, together with all operations conducted thereon and all premises used for such operations.

Subdivision (ii) of paragraph (b) foregoing is not applicable to the occasional mechanical processing or fabricating of special nuclear material by any person or organization at a location which contains no equipment, device or apparatus otherwise defined herein as a nuclear facility where special nuclear or byproduct material is not regularly handled, stored, or disposed of as waste, and which is principally used for other operations not related to the handling, fabricating or use of special nuclear material.

4. With respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.

DECLARATIONS. By acceptance of this policy, the Named Insured agrees that the statements in the declarations are his agreements and representations, that this policy is issued in reliance upon the truth of such representations and that this policy embodies all agreements existing between himself and the company or any of its agents relating to this insurance.

IN WITNESS WHEREOF, this Company has executed and attested these presents; but this policy shall not be valid unless countersigned by the duly authorized representative of this Company.

Calvin Roberts
Secretary

President

INSURED: Associated Metals & Minerals Corp. et al. EFFECTIVE 3/1/72 dv

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ENDORSEMENT NO. 1

NAMED INSURED ENDORSEMENT

It is agreed the Named Insured shall read:

Associated Metals and Minerals Corporation (N.J.) and all subsidiaries, affiliated and associated or allied companies, corporations or firms as now or hereafter constituted for which the named insured has the responsibility for planing insurance, except that such insurance as is afforded by this policy does not apply to:

(1) Triangle Steel Coproration

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

ATTACHED TO AND FORMING PART OF POLICY NO. 71097
OF APPALACHIAN INSURANCE COMPANY OF PROVIDENCE

4/6/72

"No Binder"

APPALACHIAN INSURANCE COMPANY OF PROVIDENCE
BY NEW PROVIDENCE CORPORATION
UNDERWRITING MANAGERS

BY

AUTHORIZED REPRESENTATIVE

FORM 722-M

INSURED: Associated Metals and Minerals Corp. et al. **EFFECTIVE** 3/1/72
dv

ENDORSEMENT NO. 2

POLLUTION EXCLUSION ENDORSEMENT

It is agreed that this insurance does not apply to Bodily Injury or Property Damage arising out of the discharge, dispersal, release or escape os smoke, vapors, soot, fumes acids, alkali, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water, but this exclusion does not apply if any such discharge, dispersal, release or escape is sudden and accidental.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

ATTACHED TO AND FORMING PART OF POLICY NO. 71097
OF APPALACHIAN INSURANCE COMPANY OF PROVIDENCE

4/6/72 APPALACHIAN INSURANCE COMPANY OF PROVIDENCE
BY NEW PROVIDENCE CORPORATION
"No Binder" UNDERWRITING MANAGERS

BY

AUTHORIZED REPRESENTATIVE

FORM 722-M

INSURED: Associated Metals and Minerals Corp. et al. EFFECTIVE 3/1/72 dv E182

ENDORSEMENT NO. 3

AMENDING ENDORSEMENT

It is agreed that wherever the word "indemnify(ies)" appears in the policy, it shall be amended to read "pay on behalf of".

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

ATTACHED TO AND FORMING PART OF POLICY NO. 71097
OF APPALACHIAN INSURANCE COMPANY OF PROVIDENCE

4/6/72

"No Binder"

APPALACHIAN INSURANCE COMPANY OF PROVIDENCE
BY NEW PROVIDENCE CORPORATION
UNDERWRITING MANAGERS

BY

AUTHORIZED REPRESENTATIVE

FORM 722-M

INSURED: Associated Metals & Minerals Corp. et al. **EFFECTIVE** 3/1/72
dv

ENDORSEMENT NO. 4

CONTRACTORS LIMITATION ENDORSEMENT

It is agreed that except insofar as coverage is available to the Insured in the underlying insurance as set forth in Schedule A of the Policy to the full limits of such underlying insurance, this Policy shall not apply:

I. under coverage 1(b) to

(a) injury to or destruction of any property arising out of (1) blasting or explosion other than the explosion of air steam vessels, piping under pressure, prime movers, machinery or power transmitting equipment or, (2) the collapse of or structural injury to any building or structure due (aa) to excavation, including borrowing, filling or back-filling in connection therewith, or to tunneling, pile driving, coffer-dam work or caisson work, or (bb) to moving, shoring, underpinning, razing or demolition of any building or structure or removal or rebuilding of any structural support thereof.

(b) injury to or destruction of wires, conduits, pipes mains, sewers or other similar property, or any apparatus in connection therewith, below the surface of the ground, if such injury or destruction is caused by and occurs during the use of mechanical equipment for the purpose of excavating or drilling, or to injury to or destruction of property at any time resulting therefrom.

(c) injury to or destruction of (a) leased or rented equipment, or (b) property being installed, erected or worked upon by the Insured, his agents or sub-contractors.

II. under coverage 1(a) and 1(b) to any liability assumed by the Insured under contract.

III. under coverage 1(a) and 1(b) to any claim or claims arising out of any act or omission of the Insured in the performance of professional services in the Insured's capacity as architect or engineer.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

ATTACHED TO AND FORMING PART OF POLICY NO. 71097
OF APPALACHIAN INSURANCE COMPANY OF PROVIDENCE

4/6/72

"No Binder"

APPALACHIAN INSURANCE COMPANY OF PROVIDENCE
BY NEW PROVIDENCE CORPORATION
UNDERWRITING MANAGERS

E184

INSURED: Associated Metals & Minerals Corp. et al. EFFECTIVE 4/1/72
dv

ENDORSEMENT NO. 5

In consideration of an additional premium of $604.00 it is agreed the Named Insured is amended to include:

Triangle Steel and Supply Company

Future installments are amended to read

$16,000. due 3/1/73
$16,000. due 3/1/74

As respects Triangle Steel and Supply Company, Schedule A, Schedule of Underlying policies amended as respects Automobile Liability to read:

Bodily Injury $100,000. each person
$300,000. each occurrence
Property Damage $50,000. each occurrence
As respects vehicles leased from Universal Leasing Company.

CHANGE IN	INCREASE OR ADDITIONAL	DECREASE OR RETURN	AS REVISED
RATE			
AMOUNT OF INSURANCE	$	$	$
PREMIUM	$ 604.00		
REVISED AMOUNT OF ANY FUTURE INSTALLMENT PREMIUM	$659.00		$ 16,000.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

ATTACHED TO AND FORMING PART OF POLICY NO. 71097
OF APPALACHIAN INSURANCE COMPANY OF PROVIDENCE

4/6/72

"No Binder"

APPALACHIAN INSURANCE COMPANY OF PROVIDENCE
BY NEW PROVIDENCE CORPORATION
UNDERWRITING MANAGERS

BY

AUTHORIZED REPRESENTATIVE

FORM 721

INSURED: Associated Metals et al. EFFECTIVE 3/1/72
jt

ENDORSEMENT NO. 6

In consideration of the premium charged, it is agreed that the Named Insured is amended to read as follows:

Associated Metals & Minerals Corp. (N.Y.) and
as per Endorsement No. 1
733 Third Avenue
New York, New York

It is also agreed that in Endorsement No. 1 the first line of the Named Insured is amended to read as follows:

Associated Metals and Minerals Corporation (N.Y.) and
all subsidiaries.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

ATTACHED TO AND FORMING PART OF POLICY NO. 71097
OF APPALACHIAN INSURANCE COMPANY OF PROVIDENCE
6/29/72 "No Binder"

APPALACHIAN INSURANCE COMPANY OF PROVIDENCE
BY NEW PROVIDENCE CORPORATION
UNDERWRITING MANAGERS

BY

AUTHORIZED REPRESENTATIVE

FORM 722-M

INSURED: Associated Metals et al.

EFFECTIVE 3/1/72

E186

jt

ENDORSEMENT NO. 7

REVISED

In consideration of the premium charged it is agreed that the following subsidiary is added as an Additional Insured:

Winter, Wolff & Company

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

ATTACHED TO AND FORMING PART OF POLICY NO. 71097
OF APPALACHIAN INSURANCE COMPANY OF PROVIDENCE
8/7/72 "No Binder"

APPALACHIAN INSURANCE COMPANY OF PROVIDENCE
BY NEW PROVIDENCE CORPORATION
UNDERWRITING MANAGERS

BY

AUTHORIZED REPRESENTATIVE

FORM 722-M

INSURED: Associated Metals et al. EFFECTIVE 4/1/72 E187

jt

ENDORSEMENT NO. 8

It is agreed that as respects Triangle Steel & Supply Company, a subsidiary of Associated Metals & Minerals Corp., Schedule A, Schedule of Underlying Insurance is amended to include the following:

Carrier & Period	Type of Policy	Applicable Limits
Mission Ins. Co. t/b/a	Umbrella Liability	Excess of Underlying Limits up to $2,000,000. Combined Single Limit

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

ATTACHED TO AND FORMING PART OF POLICY NO. 71097
OF APPALACHIAN INSURANCE COMPANY OF PROVIDENCE

6/29/72
"No Binder"

APPALACHIAN INSURANCE COMPANY OF PROVIDENCE
BY NEW PROVIDENCE CORPORATION
UNDERWRITING MANAGERS

BY

AUTHORIZED REPRESENTATIVE

FORM 722-A

ENDORSEMENT

It is agreed as respects Triangle Steel & Supply Company, a subsidiary of Associated Metals & Minerals Corp., Schedule A, schedule of underlying insurance is amended to include the following:

Hartford A & I	G. L. $100,000./300,000./300,000. Auto $500,000./1,000,000./100,000.

Vehicles Leased through Universal Leaseways.

All State	$100,000./300,000./25,000.
Midland	$ 25,000./ Excess $25,000. P. D.

It is further agreed that Endorsement No. 8 is hereby deleted.

All other terms and conditions remain unchanged.
This endorsement forms a part of and is for attachment to the following designated policy and takes effect on the effective date of said policy unless another effective date is shown below.

Must Be Completed	
☐ Affiliated FM Insurance Company ☒ Appalachian Insurance Company of Providence	POLICY NO. 71097
☐ Completes Binder No. ☒ No Binder	ENDT. NO. 9

Complete Only When This Endorsement Is Not Prepared with the Policy Or Is Not to be Effective with the Policy	
ISSUED TO Associated Metals et al.	EFFECTIVE DATE OF THIS ENDORSEMENT 8/29/72
BY Barry C. Phillips Authorized Representative	

Form No. 180 (2/72)

ENDORSEMENT

In consideration of the premium charged, it is agreed that the Schedule A, Schedule of Underlying Policies is hereby revised as per attached.

All other terms and conditions remain unchanged.
This endorsement forms a part of and is for attachment to the following designated policy and takes effect on the effective date of said policy unless another effective date is shown below.

Must Be Completed	
☐ Affiliated FM Insurance Company ☒ Appalachian Insurance Company of Providence	POLICY NO. 71097
☐ Completes Binder No. ☒ No Binder	BINDT. NO. 10

Complete Only When This Endorsement Is Not Prepared with the Policy or Is Not to be Effective with the Policy	
ISSUED TO ASSOCIATED METALS & MINERAL CORP. ET AL	EFFECTIVE DATE OF THIS ENDORSEMENT various
BY Francis J. Pellerin Authorized Representative	

Form No. 1801 (1/72)

ISSUED TO FORM A PART OF POLICY NO. 71097

SCHEDULE A

SHEET 7

SCHEDULE OF UNDERLYING POLICIES FOR:

AMMC (N.Y.)

Carrier & Period	Type of Policy	Applicable Limits
(a) AIU 4/26/72 - 8/26/72	Foreign Products Liability	Bodily Injury Liability $100,000. each person $100,000. each occurrence Property Damage Liability $100,000. each occurrence
(b) AFIA 8/26/72 - 73	Foreign Products Liability	Bodily Injury Liability $100,000. each person $300,000. each occurrence Property Damage Liability $100,000. each occurrence
(c) Lloyd's of London Continuous	Charter's Liability	$2,500,000. per occurrence/ annual aggregate.

ISSUED TO FORM A PART OF POLICY NO. 71097

SCHEDULE A

SHEET 6

SCHEDULE OF UNDERLYING POLICIES FOR:

Winter, Wolff & Company

Carrier & Period	Type of Policy	Applicable Limits
(a) State Fund 1/1/72 - 73	Standard Workmen's Compensation & Employers' Liability	Coverage B-Employers' Liability $Statutory one occurrence
(b) Hartford A & I Company 7/1/72 - 8/4/73	Comprehensive General Liability	Bodily Injury Liability $100,000. each person $300,000. each occurrence $300,000. aggregate products Property Damage Liability $100,000. each occurrence $100,000. aggregate premises - operations $100,000. aggregate protective $100,000. aggregate products $100,000. aggregate contractual
(c) Hartford A & I Company 7/1/72 - 8/4/73	Comprehensive Automobile Liability	Bodily Injury Liability $500,000. each person $1,000,000. each occurrence Property Damage Liability $100,000. each occurrence

ISSUED TO FORM A PART OF POLICY NO. 71097

SCHEDULE A

SHEET 5

SCHEDULE OF UNDERLYING POLICIES FOR:

Gulf Chemical & Metallurgical Corp.

Carrier & Period	Type Of Policy	Applicable Limits
(a) Industrial Indemnity Co. 9/3/71 - 9/3/73	Standard Workmen's Compensation & Employers' Liability	Coverage B-Employers' Liability $100,000. one occurrence
(b) Hartford A & I Company 3/1/72 - 8/4/73	Comprehensive General Liability	Bodily Injury Liability $100,000. each person $300,000. each occurrence $300,000. aggregate products Property Damage Liability $100,000. each occurrence $100,000. aggregate premises - operations $100,000. aggregate protective $100,000. aggregate products $100,000. aggregate contractual
(c) Hartford A & I Company 3/1/72 - 8/4/73	Comprehensive Automobile Liability	Bodily Injury Liability $500,000. each person $1,000,000. each occurrence Property Damage Liability $100,000. each oocurrence

ISSUED TO FORM A PART OF POLICY NO. 71097

SCHEDULE A

SHEET 4

SCHEDULE OF UNDERLYING POLICIES FOR:

Gulf Steel Corporation

Carrier & Period	Type of Policy	Applicable Limits
(a) Industrial Indemnity Company 1/1/72 - 1/1/73	Standard Workmen's Compensation & Employers' Liability	Coverage B-Employers' Liability $500,000. one occurrence
(b) Hartford A & I Company 1/1/72 - 8/4/72	Comprehensive General Liability	Bodily Injury Liability $100,000. each person $300,000. each occurrence $300,000. aggregate products Property Damage Liability $100,000. each occurrence $100,000. aggregate premises - operations $100,000. aggregate protective $100,000. aggregate products $100,000. aggregate contractual
(c) Mobile County Mutual Insurance Company 1/10/72 - 1/10/73	Comprehensive Automobile Liability	Bodily Injury Liability $ 10,000. each person $ 20,000. each occurrence Property Damage Liability $ 5,000. each occurrence
(d) American Southers Insurance Company 1/10/72 - 8/29/72	Automobile (Excess) Liability	Bodily Injury Liability $ 40,000. each person $ 80,000. each occurrence Property Damage Liability $ 20,000. each occurrence
(e) Mobile Accounting Insurance Company & American Serving Company 8/29/72 - 1/10/73	Automobile (Excess) Liability	Bodily Injury Liability $100,000. each person $300,000. each occurrence Property Damage Liability $ 50,000. each occurrence
(f) Hartford A & I Company 8/4/71 - 8/4/72	Automobile Liability as respects 1 vehicle leased by AMMC (N.Y.)	Bodily Injury Liability $500,000. each person $1,000,000. each occurrence Property Damage Liability $100,000. each occurrence

ISSUED TO FORM A PART OF POLICY NO. 71097

SCHEDULE A

SHEET 3

SCHEDULE OF UNDERLYING POLICIES FOR:

Triangle Steel & Supply Company

Carrier & Period	Type of Policy	Applicable Limits
(a) Industrial Indemnity Co. 4/1/72 to 1/1/73	Standard Workmen's Compensation & Employers' Liability	Coverage B-Employers' Liability $ 100,000. one occurrence
(b) Hartford A & I Company 4/1/72 to 8/4/73	Comprehensive General Liability	Bodily Injury Liability $ 100,000. each person $ 300,000. each occurrence $ 300,000. aggregate products Property Damage Liability $ 100,000. each occurrence $ 100,000. aggregate premises - operations $ 100,000. aggregate protective $ 100,000. aggregate products $ 100,000. aggregate contractual
(c) Hartford A & I Company 4/1/72 to 8/4/72	Comprehensive Automobile Liability Excluding vehicles leased from Universal Leaseways	Bodily Injury Liability $ 500,000. each person $1,000,000. each occurrence Property Damage Liability $ 100,000. each occurrence
(d) Allstate Insurance Co. 4/1/70 - 73	Comprehensive Automobile Liability Including Vehicles Leased Through Universal Leaseways only.	Bodily Injury Liability $ 100,000. each person $ 300,000. each occurrence Property Damage Liability $ 25,000. each occurrence
(e) Mission Insurance Co. 8/29/72 - 73	Comprehensive Automobile Excess for Vehicles Leased Through Universal Leaseways.	Property Damage Liability $ 25,000. excess $25,000.
(f) Mission Insurance Company 11/1/71 - 8/29/72	Umbrella Liability	$2,000,000. per occurrence/ annual aggregate.

endorsed

ISSUED TO FORM A PART OF POLICY NO. 71097

SCHEDULE A

SHEET 2

SCHEDULE OF UNDERLYING POLICIES FOR:

Associated Metals & Minerals Corp. (Canada) Ltd.

Carrier & Period	Type of Policy	Applicable Limits
(a) Hartford Fire Insurance Company 10/31/71 - 74	Standard Workmen's Compensation & Employers' Liability	Coverage B-Employers' Liability $100,000. one occurrence
(b) Hartford Fire Insurance Company 10/31/71 - 74	Comprehensive General Liability	Bodily Injury Liability $100,000. each person $300,000. each occurrence $300,000. aggregate products Property Damage Liability $100,000. each occurrence $500,000. aggregate premises - operations $500,000. aggregate protective $500,000. aggregate products $500,000. aggregate contractual
(c) Hartford Fire Insurance Company 10/31/71 - 74	Automobile Liability	If any basis.

ISSUED TO FORM A PART OF POLICY NO. 71097

SCHEDULE A

SHEET 1

SCHEDULE OF UNDERLYING POLICIES FOR:

Associated Metals & Minerals Corp. of N. Y. and N. J.

Carrier & Period	Type of Policy	Applicable Limits
(a) Industrial Indemnity Company 1/1/72 to 1/1/73	Standard Workmen's Compensation & Employers' Liability	Coverage B-Employers' Liability $500,000. one occurrence
(b) Hartford A & I Company 1/1/72 - 8/4/72 - 8/4/73	Comprehensive General Liability	Bodily Injury Liability $100,000. each person $300,000. each occurrence $300,000. aggregate products Property Damage Liability $100,000. each occurrence $100,000. aggregate premises - operations $100,000. aggregate protective $100,000. aggregate products $100,000. aggregate contractual
(c) Hartford A & I Company 8/4/71 - 8/4/73	Comprehensive Automobile Liability	Bodily Injury Liability $500,000. each person $1,000,000. each occurrence Property Damage Liability $100,000. each occurrence

ENDORSEMENT

In consideration of the premium charged, it is agreed that Section D and E of Sheet 4 of Schedule A, Schedule of Underlying Policies is amended as follows:

(d)	American Southern Insurance Company 1/10/72 - 8/29/72	Automobile (Excess) Liability	Bodily Injury Liability $ 40,000. each person $ 80,000. each occurrence Property Damage Liability $ 20,000. each occurrence
(e)	American Southern Insurance Co. 8/29/72 - 1/10/73	Automobile (Excess) Liability	Bodily Injury Liability $ 90,000. each person $280,000. each occurrence Property Damage Liability $ 45,000. each occurrence

It is also agreed that the mane of the Insurance Company designated in Section E, Sheet 3 of Schedule A, Schedule of Underlying Policies is amended to read Midland Insurance Company.

All other terms and conditions remain unchanged.
This endorsement forms a part of and is for attachment to the following designated policy and takes effect on the effective date of said policy unless another effective date is shown below.

Must Be Completed	
☐ Affiliated FM Insurance Company ☒ Appalachian Insurance Company of Providence	POLICY NO. 71097
☐ Completes Binder No. ☒ No Binder	ENDT. NO. 11

Complete Only When This Endorsement Is Not Prepared with the Policy Or Is Not to be Effective with the Policy	
ISSUED TO Associated Metals & Mineral Corp. et al.	EFFECTIVE DATE OF THIS ENDORSEMENT 3/1/72
BY Authorized Representative	

ENDORSEMENT

E198

In consideration of the premium charged, it is agreed that Associated Metals & Minerals Corp. (N. J.) is amended to read:

Associated Metals & Minerals Export Corporation

All other terms and conditions remain unchanged.
This endorsement forms a part of and is for attachment to the following designated policy and takes effect on the effective date of said policy unless another effective date is shown below.

Must Be Completed	
[ ] Affiliated FM Insurance Company [x] Appalachian Insurance Company of Providence	POLICY NO. 71097
[ ] Completes Binder No. [x] No Binder	ENDT. NO. 12

Complete Only When This Endorsement Is Not Prepared with the Policy Or Is Not to be Effective with the Policy	
ISSUED TO ASSOCIATED METALS & MINERAL CORP. ET AL.	EFFECTIVE DATE OF THIS ENDORSEMENT 11/20/72
BY Authorized Representative	

Form No. 1801 (3/72) 12/6/72

ENDORSEMENT

In consideration of the premium charged, it is agreed that as respects Gulf Steel Corporation, the Underlying Automobile Limit of Liability designated on Schedule A, Schedule of Underlying Policies is amended to read as follows:

Bodily Injury
$100,000. each Person
$300,000. each Occurrence
Property Damage
$100,000. each Occurrence

It is further agreed that coverage is afforded only for the five (5) vehicles on reference in the company file.

All other terms and conditions remain unchanged.
This endorsement forms a part of and is for attachment to the following designated policy and takes effect on the effective date of said policy unless another effective date is shown below.

Must Be Completed		*Complete Only When This Endorsement Is Not Prepared with the Policy Or Is Not to be Effective with the Policy*	
[ ] Affiliated FM Insurance Company [x] Appalachian Insurance Company of Providence	POLICY NO. 71097	ISSUED TO Associated Metals & Mineral Corp. et al.	EFFECTIVE DATE OF THIS ENDORSEMENT 8/29/72
[ ] Completes Binder No. [x] No Binder	ENDT. NO. 13	BY Barry A. Phillips Authorized Representative	

Form No. 1801 (3/72) 12/14/72

STATE OF NEW YORK)
: SS.
COUNTY OF RICHMOND)

ROBERT BAILEY, being duly sworn, deposes and says, that deponent is not a party to the action, is over 18 years of age and resides at 286 Richmond Avenue, Staten Island, N. Y. 10302. That on the 21 day of July 1977 deponent served the within EXHIBIT upon

Berel, Navarra & Mullen, P.C. and
Paskus, Gordon & Hyman, Esqs.

Berel, N
19 East
New York

attorney(s) for

Defendant-Appellee and
Plaintiff-Appellee-Appellant

in this action, at

19 East 9th St., NYC and
733 Third Avenue, NYC

Paskus,
733 Thi
New Yor

the address(es) designated by said attorney(s) for that purpose by depositing 1 copies of same enclosed in a postpaid properly addressed wrapper, in an official depository under the exclusive care and custody of the United States post office department within the State of New York.

ROBERT BAILEY

Sworn to before me, this 21 day
of July , 1977

WILLIAM BAILEY
Notary Public, State of New York
No. 43-0132945
Qualified in Richmond County
Commission Expires March 30, 1978